

2000

Trillium USA v. Broward County : Brief of Appellant

Utah Supreme Court

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IN THE SUPREME COURT OF THE STATE OF UTAH

TRILLIUM USA, INC.,

Plaintiff and Appellant,

vs.

BOARD OF COUNTY
COMMISSIONERS OF BROWARD
COUNTY, FLORIDA,

Defendant and Appellee.

Supreme Court No. 20000264

Trial Court No. 990904664 CN

Priority No. 15

ADDENDUM TO BRIEF OF THE APPELLANT

Appeal from the Ruling of the Third Judicial District Court, Salt Lake County, Utah,
Honorable David S. Young

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(2)

FILED

JUN 29 2000

**CLERK SUPREME COURT
UTAH**

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SUBMIT BID TO:

Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801

**BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA****INVITATION FOR BID****Bidder Acknowledgment****— GENERAL CONDITIONS —**

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- 1. EXECUTION OF BID:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the Board of County Commissioners upon debt or contract nor from a defaulter upon obligations to the Board of County Commissioners. Bidder certifies by signing the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents.
- 2. NO BID:** If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID."
- 3. BID WITHDRAWAL:** No bidder may withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.
- 4. BID OPENING:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of bid opening. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.
- 5. ADDENDA TO BID:** Broward County reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.

(Continued on Page 2)

BIDS WILL BE OPENED 2 p.m. April 11, 1995

and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE**COUNTY CO-OP FOR CNG LPG BIFUEL
CONVERSION****BID NO.****#C01950712****PURCHASING AGENT NAME & TELEPHONE NUMBER****Arne Adler (305) 357-6088****DELIVERY DATE SEE SPECIAL CONDITIONS**~~SEE SPECIAL INSTRUCTION SHEET (S) FOR DELIVERY TIME AND DATE~~**CASH DISCOUNT TERMS****BID GUARANTY IS ATTACHED,**WHEN REQUIRED, IN
THE AMOUNT OF \$**REASON FOR NO BID****FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER****DUN & BRADSTREET NUMBER****BIDDER NAME****BIDDER MAILING ADDRESS/CITY/STATE/ZIP****AREA CODE****TELEPHONE NO.****CONTACT PERSON****AUTHORIZED SIGNATURE (original in ink)****TYPED NAME OF SIGNER****TITLE**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

6. PRICES, TERMS & PAYMENTS: Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

(a) **The Bidder:** In submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

(b) **F.O.B. Delivery Point** — All prices bid must be F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated.

(c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.

(d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order.

(e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

(f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.

(g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. CONDITIONS AND PACKAGING: Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

8. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk

Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.

(a) The chemical name and the common name of the toxic substance.

(b) The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosivity, and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

3. The primary routes of entry and symptoms of overexposure.

(c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

(d) The emergency procedure for spills, fire, disposal, and first aid.

(e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

9. OPEN-END CONTRACT: No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

10. CONTRACT PERIOD (OPEN-END CONTRACT): The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Purchasing Director may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the

existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.

11. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
12. **PAYMENT:** Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.
13. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day. Delivery time may be considered in determining award.
14. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.
15. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Purchasing Division.
16. **AWARDS:** As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.
17. **WARRANTY:** The bidder should specify any warranty applicable to the items bid, and complete the warranty form attached when applicable.
18. **SAMPLES:** Samples of items, when required, must be furnished by bidder free of charge to the County. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The County will not be responsible for returning samples.
19. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at his expense and redelivered at his expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at his expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
20. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
21. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in his letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
22. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
23. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

24. **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Purchasing Director.

25. **INDEMNIFICATION:** The Contractor shall indemnify, save harmless, and defend Broward County, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of Contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this bid.

26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify County immediately of notice of any citations or violations which he may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to him.

27. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

28. **CANCELLATION:** If, in the opinion of the Board of County Commissioners, the Contractor fails to perform after reasonable notice, or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, the County reserves the right to cancel the Contract by means of written notification.

29. **NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items

urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.

30. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

31. **INSURANCE:** The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division if circumstances change or adequate protection of the County is presented. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder shall be required to provide proper insurance to the Purchasing Division prior to award by the Purchasing Director or recommendation of award to the Board of County Commissioners, whichever is applicable.

32. **RESOLVE PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** According to the Broward County Procurement Code Part IX, "Pre-Litigation Protested Solicitations and Proposed Awards," any prospective Bidder or Offeror who is aggrieved in connection with the solicitation or proposed award of a Contract may protest to the Director of Purchasing. The protest must be submitted in writing within seven (7) calendar days from the time such aggrieved person knows or should have known the facts giving rise thereto. The entire Chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling 357-6071.



Broward County
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801
(305) 357-6065/66

P D
PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

1. **SCOPE:**
 Bids are hereby invited on an Open-End basis (per Paragraph 9, General Conditions) for County Co-Op for CNG LPG Bifuel Conversion for the Equipment Management Division.

 This is a cooperative Invitation for Bid issued by Broward County Purchasing Division on behalf of the participating Agencies for the purchase of their respective estimated annual requirements for Pickup Trucks.

 Each local government will execute their own contract with the contractor in accordance with each locality's purchasing policies and procedures.

 The initial Contract period shall start on date of award and shall terminate one (1) year from that date. The Purchasing Director may renew this Contract for a one (1) year period in accordance with Paragraph 10 General Conditions.

 All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract.

AWARD CRITERIA:
 If a specific basis of award is not established in the Invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.

SPECIAL CONDITIONS FOR BIDDING:

NOTE: THE FOLLOWING PROVISIONS TAKE PRECEDENT OVER ITEM 32, INVITATION FOR BID, (BIDDER'S ACKNOWLEDGEMENT), GENERAL CONDITIONS, ITEM #32.

 In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":

 a. Right to Protest. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract which is \$100,000 or greater may protest to the Director of Purchasing. The protest shall be submitted in writing within seven calendar days after such aggrieved person knows or should have known the facts giving rise thereto.

 b. Any actual or prospective bidder or offer who is aggrieved in connection with the solicitation or proposed award of a contract which is less than \$100,000 may protest to the Director of Purchasing. The protest shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Director of Purchasing.

 The entire chapter of the Broward County Procurement Code Describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling (305) 357-6071.

 2. **SPECIFICATIONS AND REQUIREMENTS:**
 The specifications, requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof. Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Arne Adler, Purchasing Agent at (305) 357-6088. Bidders requiring technical clarifications should contact Don Steigerwald, Energy Management Specialist at (305) 357-8569. No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing Division.

 3. **PRE-BID CONFERENCE:**
 Attendance at the pre-bid conference is optional. This information session presents an opportunity for the bidders to clarify any concerns regarding bid requirements. The bidder is cautioned that, although the Pre-Bid Conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the bidders to have visited the site or attend the conference.

PRE-BID CONFERENCE	
DATE:	March 30, 1995
TIME:	9:00 AM
LOCATION:	Broward County Governmental Center 115 South Andrews Avenue, Rm. 301 Fort Lauderdale, FL 33301

If you require any auxiliary aids for communication, please call 357-6065 so that arrangements can be made in advance.

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

4. DELIVERY AND ACCEPTANCE:
Delivery is FOB destination and is desired within thirty (30) calendar days after receipt of a purchase order. Vendor who cannot meet delivery requirements may be considered non-responsive.
5. SAMPLES, PRODUCT LITERATURE AND DESCRIPTIVE CATALOGUES:
Vendor should submit photographs, drawings, manufacturer's catalogues or product literature on items bid with bids. However, they must submit this information within ten (10) calendar days when requested by Broward County Purchasing Division. Literature should be clearly marked as to each item number. Failure on the part of the vendor to submit the requested literature and/or catalogues when requested will result in his bid being declared non-responsive.
6. INSURANCE REQUIREMENTS: (SAMPLE INSURANCE CERTIFICATE ATTACHED) (Attachment "D")
Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth in this Section.
 - 6.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(s) must include:
 - 6.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
 - 6.1.2 Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.
 - 6.2 Comprehensive General Liability with minimum limits of Two Hundred Thousand Dollars (\$200,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - 6.2.1 Premises and/or Operations.
 - 6.2.2 Independent Contractors.
 - 6.2.3 Products and/or Completed Operations.
 - 6.2.4 COUNTY is to be included as an "Additional Insured" in the name of "Broward County Board of Commissioners" with respect to liability arising out of operations performed for COUNTY in connection with general supervision of such operation.
 - 6.2.5 Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide Broward County with thirty (30) days notice of cancellation and/or restriction.

OR

 - 6.3 Garage Liability including owned, hired and non-owned vehicles in the minimum amount of Two Hundred Thousand Dollars (\$200,000.00) per accident combined single limit, bodily injury and property damage liability.

Garagekeeper Legal Liability Board Form in the minimum amount of \$100,000.00.
 - 6.4 Certificates of insurance shall be provided as specified in sub-section 6.3 above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of risk management and approved by the purchasing director. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.
7. SPECIAL CLAUSES:
Not applicable for this bid.
8. ORDERING AND PAYMENT:
Each Governmental Agency which accepts bids submitted will establish its own contract with the successful bidder(s); will issue its own purchase orders; will require separate billing and will issue its own exemption certificates as required by the Contractor.

The Broward County Purchasing Division will furnish a copy of bidders list, and any other information submitted with the bids to all of the participating agencies.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

BID #C-01-95-07-12

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

8. **ORDERING AND PAYMENT:** (Continued)
It is understood and agreed that Broward County is not a legally binding party to any contractual agreement made between any other Agency and the contractor as a result of this bid.

After award of contract(s) to successful bidder(s) the County reserves the right to issue Purchase Orders as per Paragraph 9 of General Conditions.
9. **LOCAL PREFERENCE CLAUSE:**
In accordance with Ordinance No. 95-06 of the Board of County Commissioners of Broward County, the right is reserved by the Board of Commissioners to provide for a local preference in an amount of one percent (1%) of the bid or proposal.
10. **DRUG-FREE WORKPLACE CERTIFICATION:**
Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals (\$20,000.00 or more) be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "B") must be furnished to this office prior to an award being made. Failure to provide this certification will render your office unqualified and ineligible for award.
11. **PUBLIC ENTITY CRIMES:**
Bidders should submit signed and notarized "SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES" FORM PUR. 7068 (Rev. 6/92) (ATTACHMENT "C") with their Bid; however, in any case must be complete and submit same prior to award.

NOTE: If you have provided the completed form to the Broward County Board of County Commissioners and it was received on or after January 1, 1995, the completed form is not required for the balance of this calendar year. Indicate below the Contract Number you previously responded to with a completed PUR Form 7068 and return with your Bid:
- # _____ Dated: _____
12. **RECYCLED CONTENT INFORMATION:**
In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
13. **NON-COLLUSION STATEMENT:**
By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to the best of his or her knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

SPECIAL INSTRUCTIONS TO BIDDERS
(Continued)

BID NO. 01-95-01-00

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

8. ORDERING AND PAYMENT: (Continued)
It is understood and agreed that Broward County is not a legally binding party to any contractual agreement made between any other Agency and the contractor as a result of this bid.

After award of contract(s) to successful bidder(s) the County reserves the right to issue Purchase Orders as per Paragraph 9 of General Conditions.
9. LOCAL PREFERENCE CLAUSE:
In accordance with Ordinance No. 95-06 of the Board of County Commissioners of Broward County, the right is reserved by the Board of Commissioners to provide for a local preference in an amount of one percent (1%) of the bid or proposal.
10. DRUG-FREE WORKPLACE CERTIFICATION:
Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals (\$20,000.00 or more) be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "B") must be furnished to this office prior to an award being made. Failure to provide this certification will render your office unqualified and ineligible for award.
11. PUBLIC ENTITY CRIMES:
Bidders should submit signed and notarized "SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES" FORM PUR. 7068 (Rev. 6/92) (ATTACHMENT "C") with their Bid; however, in any case must be complete and submit same prior to award.

NOTE: If you have provided the completed form to the Broward County Board of County Commissioners and it was received on or after January 1, 1995, the completed form is not required for the balance of this calendar year. Indicate below the Contract Number you previously responded to with a completed PUR Form 7068 and return with your Bid:

_____ Dated: _____
12. RECYCLED CONTENT INFORMATION:
In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
13. NON-COLLUSION STATEMENT:
By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to the best of his or her knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.



BROWARD GOVERNMENTAL COOPERATIVE PURCHASING GROUP

(BROWARD CO-OP)

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposals represents a cooperative procurement for the Broward Governmental Cooperative Purchasing Group.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Broward County. The Co-Op was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Broward Cooperative Purchasing Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations, and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Broward Governmental Cooperative Purchasing Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Broward Co-Op members may participate in their contract for new usage, during the contract term, or on any contract extension term, if approved by the lead agency. New Co-Op members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

BROWARD CO - OP "WORKING TOGETHER TO REDUCE COSTS"

BID SHEET
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

GROUP I (ITEMS 1 THRU 44)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	14	#060470030100 Chevy Cavalier 1990 2.2 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #:		
2.	6	#0604700300101 Chevy Cavalier 1990 2.2 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
3.	12	#060470030102 Chevy Cavalier 1991 2.2 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #:		
4.	5	#0604700300103 Chevy Cavalier 1991 2.2 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
5.	8	#060470030104 Pontiac Sunbird 1994 2.2 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #:		
6.	5	#0604700300105 Pontiac Sunbird 1994 2.2 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
7.	30	#0604700300106 Ford Tempo 1992 2.3 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #:		
8.	20	#0604700300107 Ford Tempo 1992 2.3 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
9.	8	#0604700300108 Ford Ranger 2.3 Liter 4 Cylinder 1993-1994	\$_____/ea.	\$_____
		MANUF./MODEL #:		
10.	5	#0604700300109 Ford Ranger 2.3 Liter 4 Cylinder 1993-1994 - Installation Only	\$_____/ea.	\$_____
11.	8	#0604700300110 Ford Ranger 3.0 Liter 6 Cylinder 1993-1994	\$_____/ea.	\$_____
		MANUF./MODEL #:		

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:

BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGEMENT (BLUE) FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
12.	5	#0604700300111 Ford Ranger 3.0 Liter 6 Cylinder 1993-1994 Installation Only	\$_____/ea.	\$_____
13.	8	#0604700300112 Ford Ranger 4.0 Liter 6 Cylinder 1993-1994	\$_____/ea.	\$_____
		MANUF./MODEL #:		
14.	5	#0604700300113 Ford Ranger 4.0 Liter 6 Cylinder 1993-1994 Installation Only	\$_____/ea.	\$_____
15.	3	#0604700300114 Dodge Dakota 1993-1994 3.9 Liter 6 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #:		
16.	2	#0604700300115 Dodge Dakota 1993-1994 3.9 Liter 6 Cylinder - Installation Only	\$_____/ea.	\$_____
17.	8	#0604700300116 Chevy C-10 1990 5.0 Liter 8 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #:		
18.	5	#0604700300117 Chevy C-10 1990 5.0 Liter 8 Cylinder Installation Only	\$_____/ea.	\$_____
19.	10	#0604700300118 Dodge D-150 1992-1994 3.9 Liter 6 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #:		
20.	6	#0604700300119 Dodge D-150 1992-1994 3.9 Liter 6 Cylinder - Installation Only	\$_____/ea.	\$_____
21.	10	#0604700300120 Dodge D-150 1992-1994 5.2 Liter 8 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #:		
22.	6	#0604700300121 Dodge D-150 1992-1994 5.2 Liter 8 Cylinder - Installation Only	\$_____/ea.	\$_____
23.	5	#0604700300122 Ford F-150 4.9 Liter 1994 6 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #:		
24.	4	#0604700300123 Ford F-150 4.9 Liter 1994 6 Cylinder - Installation Only	\$_____/ea.	\$_____

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:

BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGEMENT (BLUE) FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

BID SHEET
(Continued)

BID #C-01-95-07-12

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
25.	5	#0604700300124 Ford F-150 5.0 Liter 1994 8 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
26.	4	#0604700300125 Ford F-150 5.0 Liter 1994 8 Cylinder - Installation Only	\$_____/ea.	\$_____
27.	5	#0604700300126 Chevy C-10 Pick Up 1992-1994 4.3 Liter 6 Cylinder LP	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
28.	3	#0604700300127 Chevy C-10 Pick Up 1992-1994 4.3 Liter 6 Cylinder Installation Only	\$_____/ea.	\$_____
29.	5	#0604700300128 Chevy C-10 Pick Up 1992-1994 5.0 Liter 8 Cylinder LP	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
30.	3	#0604700300129 Chevy C-10 Pick Up 1992-1994 5.0 Liter 8 Cylinder LP Installation Only	\$_____/ea.	\$_____
31.	5	#0604700300130 Chevy C-10 Pick Up 1992-1994 5.7 Liter 8 Cylinder LP	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
32.	3	#0604700300131 Chevy C-10 Pick Up 1992-1994 5.7 Liter 8 Cylinder LP Installation Only	\$_____/ea.	\$_____
33.	9	#0604700300132 Ford Crown Victoria 1993 4.6 Liter 8 Cylinder LP	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
34.	6	#0604700300133 Ford Crown Victoria 1993 4.6 Liter 8 Cylinder LP - Installation Only	\$_____/ea.	\$_____
35.	6	#0604700300134 Ford F-150 6 Cylinder 1994 LP	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
36.	5	#0604700300135 Ford F-150 6 Cylinder 1994 LP Installation Only	\$_____/ea.	\$_____
37.	6	#0604700300136 Ford F-150 8 Cylinder 1994 LP	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
38.	5	#0604700300137 Ford F-150 8 Cylinder 1994 LP Installation Only	\$_____/ea.	\$_____

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:

BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGEMENT (BLUE) FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
39.	5	#0604700300138 GMC Van 1994 4.3 Liter LP 6 Cylinder MANUF./MODEL #:	\$_____/ea.	\$_____
40.	3	#0604700300139 GMC Van 1994 4.3 Liter LP 6 Cylinder Installation Only	\$_____/ea.	\$_____
41.	5	#0604700300140 GMC Van 1994 5.0 Liter LP 8 Cylinder MANUF./MODEL #:	\$_____/ea.	\$_____
42.	3	#0604700300141 GMC Van 1994 5.0 Liter LP 8 Cylinder Installation Only	\$_____/ea.	\$_____
43.		#0604700100000 Kits MANUF./MODEL #:	\$_____/ea.	\$_____
44.		#0604700101010 Kits, Carburetor/Borg-Warner MANUF./MODEL #:	\$_____/ea.	\$_____
GROUP I TOTAL (ITEMS 1 THRU 44)				\$_____

Delivery will be made within _____ calendar days of the receipt of Purchase Order.

"THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUIRED:"

_____ YES _____ NO

VENDOR FAX # _____

Acknowledgement is hereby made of the following Addenda or Amendments (identified by number) received since issuance of this bid:

In accordance with 6.6 of "Special Instructions to Bidders" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

NOTICE TO BIDDERS:

Please check the Federal Employer's Identification Number (FEIN) on the face of the Invitation For Bid/Bidder Acknowledgement Form (IFB) (BLUE) and make appropriate corrections on the IFB. If the County does not have the correct FEIN, PAYMENTS CANNOT BE MADE TO YOUR FIRM.

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:

BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGEMENT (BLUE) FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

ATTACHMENT "A"
SPECIFICATIONS AND REQUIREMENTS
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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SCOPE:
Conversion components for 1995 and earlier model vehicles to operate on alternative gaseous fuels including Compressed Natural Gas (CNG), and Liquefied Petroleum Gas (LPG). Conversion will be made to Automobiles and Light Trucks operated by Broward County Florida agencies and other eligible users.

CAPACITY:
Vendor should have the capacity to complete approximately 18 conversion within a 30 day period.

SAFETY STANDARDS:
It is intended that all specifications be in full and complete compliance with all applicable Federal and State of Florida laws and regulations. (See NFPA 52-2). If an apparent conflict exists, the bidder must contact the Division of Purchasing immediately. In addition, any Federal and State Safety legislation which should become effective regarding conversion of vehicles to operate on Compressed Natural Gas (CNG) or Liquefied Petroleum Gas (LPG), or Gaseous Fuel conversion components themselves shall immediately become part of this contract.

ADDRESSES/PHONE NUMBERS:

Broward County Energy Management Section
Don Staigerwald
115 South Andrews Avenue
Room 502
Fort Lauderdale, FL 33301
(305) 357-8569

Broward County Purchasing Division
Arnold Adler
115 South Andrews Avenue
Room 212
Fort Lauderdale, FL 33301
(305) 357-6088

1. **GENERAL INFORMATION:**
Broward County Florida intends, by these specifications, to establish an annual contract for the purchase of alternative fueled vehicle conversion kits for Compressed Natural Gas (CNG), or Liquefied Petroleum Gas (LPG). The specifications are intended to provide quality B1 fuel conversion systems which will provide for B1 fuel conversions. AGA certification is not required by these specifications because the limited amount of equipment that has been certified would significantly reduce bid competition.

All conversions will be made at the County conversion facility(s). Contract also provides for the purchase of conversion kit/packages and repair components by purchasers with properly trained and certified conversion technicians. Omission in these specifications of any item or detail essential to providing a complete, efficient, and fully operational conversion system does not alleviate the bidder from supplying all components required to provide a professional functional conversion system.

All vehicle conversion equipment shall comply with all applicable Federal and State of Florida Emission Control Regulations and Safety Standards in effect at the time of conversion.

These specifications shall be construed as the minimum requirements.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
1.	<p>GENERAL INFORMATION: (Continued)</p> <p>The contract provides for conversion of the types of vehicles shown on the vehicle list attached. The conversions shall be B1 fuel conversions which will allow the immediate return to conventional gasoline operation if desired.</p> <p>Conversion equipment shall to the extent practical be of a design so that it can be easily removed and adapted to other vehicles, and when removed the conventional characteristics of the converted vehicles are to remain intact and fully operational.</p> <p>The contractor shall provide all equipment, materials, and services necessary to meet the requirements of these specifications.</p> <p>Types of conversions:</p> <p>A. Compressed Natural Gas, CNG, Pressure Regulated Systems and for Gaseous Fuel Ignitor.</p> <p>B. Liquified Petroleum Gas, LPG, Pressure Regulated Systems.</p> <p>Contract will provide for the following three types of gaseous fuel conversions: Bidders may bid on one type or all types of conversions for which the bidder meets or exceeds the minimum experience requirements.</p> <p>C. Manufacturers Represented: The bidder shall include on the bid sheets, a listing of the manufacturers' of the major components bid for each of the types of conversions for which bids are submitted. Information is required on the following major component:</p> <ol style="list-style-type: none"> 1. Regulators 2. Mixers/Metering Valves 3. Electronics 4. Cylinders <p>Types of conversions:</p> <ol style="list-style-type: none"> 1. Compressed Natural Gas - Pressure Regulated Systems. 2. Compressed Natural Gas - Gaseous Fuel Ignitor. 3. Liquified petroleum Gas - Pressure Regulated Systems. <p>D. Contract Manager: The contractor, shall assign an individual to act as the contact manager and the technical contact for the conversion program.</p> <p>E. Spare Parts Availability: The contractor shall have available an adequate supply of spare regular parts and special parts for converted vehicles. These spare parts shall cover all of the conversion items not normally found in a commercial garage or commercial parts outlet. Spare parts should be delivered within twenty-four (24) hours.</p>	

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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1. GENERAL INFORMATION: (Continued)

F. Mechanic Training:

The contractor shall have access to or shall provide a mechanic training program. The training shall cover the operation and maintenance of the complete vehicle conversion system. The training shall cover general theory of operation, safety, diagnostic procedures, repair techniques, etc., and shall be of a sufficient quality and scope that the contractor is willing to certify those personnel that pass the training course as being qualified to perform maintenance and repair of converted vehicles.

The training shall include administration of the State of Florida competency test for a 603 license. License fees will be paid by the purchaser and not by the contractor.

Bidders are to provide with bid a general description of training program to include basic curriculum, class size, training location(s), cost, etc.

Bidder is required to provide a price quotation on the bid sheets for mechanic training.

2. BASIC GENERAL REQUIREMENTS FOR ALL GASEOUS FUEL CONVERSION:

A. Standards:

The following standards shall apply as minimum standards for all vehicles converted to operate on Compressed Natural Gas (CNG) or Liquefied Petroleum Gas (LPG):

1. National Fire Protection Association, Inc. Standards (Natural Gas). The contractors design, equipment, and installation shall comply with the current Standard for Compressed Natural Gas (CNG) Vehicular Fuel Systems, NFPA 52.
2. National Fire Protection Association, Inc. Standards (Propane). The contractors design, equipment, and installation shall comply with the current Standards for Liquefied Petroleum Gas (LPG) Vehicular Fuel Systems, NFPA 58.
3. California Air Resources Board (CARB). The bidder must certify that their design, applicable equipment and installation of all fuel delivery components are in compliance with the current emissions certification requirement of the California Air Resources Board (CARB).

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
2.	<u>BASIC GENERAL REQUIREMENTS FOR ALL GASEOUS FUEL CONVERSION:</u> (Continued)	
B.	<u>System Designs/Conversion Systems:</u>	
1.	All original equipment manufacturer (OEM) vehicle diagnostic systems, warning systems, and sensors shall be left operative on converted vehicles and at a minimum must be fully functional when the vehicle is operating on gasoline.	
2.	Operation of converted vehicle on the alternative fuel shall not affect the adaptive memory of the engine control module in a manner that would adversely affect vehicle emissions or vehicle driverability when the vehicle is switched from operating on the alternative fuel to operating on gasoline.	
3.	All conversion kits are to be closed loop design to assure proper control of air-fuel ratio and vehicle emissions. All conversions are to include ignition recurve (dual curve) devices to account for the characteristics of the alternative fuel. Conversions must provide the functional computer fixes and electronics required by these specifications.	
C.	<u>Electrical Wiring:</u>	
All wire used in the conversion system shall be automotive grade, and suitable for high temperature applications. Items used in the engine compartment shall be those designed for use in external vehicle applications and shall be corrosion protected to withstand the anticipated operational environment. All wire terminals shall be of the solderless type connectors, and all wiring shall be fully insulated where applicable. All wiring shall be run in plastic split loom flexible automotive raceways and supported by means of wire strapping devices attached to the existing wiring or tie down points, and contain sufficient slack so as to allow removal and replacement of components with minimum effort. All wiring shall be color or number coded.		
D.	<u>Bracket Assemblies:</u>	
Mounting bolts and hardware for the fuel cylinders shall be SAE Grade 5 or better. All metal components, brackets, etc. shall be mild structural steel corrosion protected by paint, plating or other suitable chemical finishes. All painted surfaces to be prepared for painting and painted in full compliance with the paint manufacturer's recommendations.		

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
2.	<u>BASIC GENERAL REQUIREMENTS FOR ALL GASEOUS FUEL CONVERSION:</u> (Continued)	
E.	<u>Conversion Engineering/Design:</u> The contractor shall be responsible for accomplishing all engineering work required to design the vehicle conversion kits/packages. The contractor shall obtain at contractor's expense all appropriate permits, and shall comply with applicable Federal, State, County, and City codes, rules and regulations covering the conversion of gasoline vehicles into B1 fuel operations on Compressed Natural Gas (CNG) or Liquified Petroleum Gas (LPG). Converted vehicles shall meet applicable Federal Motor Vehicle Safety Standards and Regulations to the extent that the vehicles met the standards prior to conversion.	
F.	<u>Conversion System Performance:</u> The conversion kit/package design, and conversion equipment/components shall be such that when properly installed, and adjusted per the contractors design instructions and instruction of the manufacturer's of the conversion components that the converted vehicle while operating on Compressed natural Gas (CNG) or Liquified Petroleum Gas (LPG) and loaded to their designed cargo load shall provide a minimum of 90% of the pre-conversion performance when operating on Liquified Petroleum Gas, and 85% of the pre conversion performance when operating on Compressed Natural Gas (CNG).	
G.	<u>Labeling:</u> The labels specified in the most current NFPA 52 must be mounted on the firewall compartment and not at the fill receptacle.	
H.	<u>Electronics Required:</u> All vehicles converted to Compressed Natural Gas (CNG) or Liquified Petroleum Gas (LPG) shall have a computer fix device to interface with the original equipment manufacturer's (OEM's) On Board Diagnostics (OBD) to maintain neutral block learn to ensure that vehicle performance or emissions are not adversely affected when switching back to operating the vehicle on gasoline. All vehicles must at a minimum include the following functional fixes. Electronics offered by some conversion component manufacturers include some of the specified fixes. The fixes specified must be accomplished by the components specified or components offered by others that perform all the same functions. Electronic computer fixes required by 1994 and later model vehicles shall be provided to the contractor when they become available. Documentation of the electronic computer fixes to be provided by the contractor must be included with the bid.	

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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2. BASIC GENERAL REQUIREMENTS FOR ALL GASEOUS FUEL CONVERSION: (Continued)

I. Electronics Required: (Continued)

Functional Tests

The contractor shall demonstrate that all functional kit/package components of the system perform in the manner intended and that the total system will allow proper engine operation in both the alternate fuel Compressed Natural Gas (CNG) or Liquefied Petroleum Gas (LPG), and in the gasoline mode. All applicable adjustments and the predicted effects on system operation shall be observed and shall be within the range specified by industry standards and standards of the conversion component manufacturers. The function of all safety features shall be demonstrated upon request, provided safety features are resettable and testing is practical. It is intended that the functional tests demonstrate the suitability of the kit/package design and the installation/integration of the kit/package on the vehicle. The test need only be performed with the vehicle being stationary. The test need only be performed on a single vehicle provided all of the kit/packages components are identical on each of the vehicles being converted. In the event different kit/package components, such as different type or size mixers, etc., are used on different vehicles, the tests shall include additional tests so that a minimum of one test each shall be performed on each of the different components used on any of the different type vehicles.

J.

Safety:

The safety of vehicles operators and the general public is of prime importance and every effort must be directed toward providing safe conversions. To support this objective, the total conversion system design, equipment, components, and the installation of the conversion system on the vehicle must conform to all existing Federal and State regulations, local ordinances, NFPA 52 or NFPA 58. The vendor must provide a certified Statement of Compliance, and if required, demonstrate the ability of the kits/packages components and installation design to comply to the satisfaction of the governing authorities.

Documentation

The documentation required should be limited to that required to define and describe the conversion equipment being procured, to define the installation of the components, to define the tubing and electrical interconnections to allow checkout and maintenance of the system after acceptance, to perform testing, and to allow the contractor to obtain any permits and approvals required by governmental organizations.

Bidder should submit with bid a sample comprehensive "Bill-of-Materials" for a typical bi fuel conversion kit for each of the two types of gaseous fuel conversions bid.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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2. BASIC GENERAL REQUIREMENTS FOR ALL GASEOUS FUEL CONVERSION: (Continued)

Documentation (Continued)
Training - Bidder should provide training/installation/repair manual covering items within this bid.

Warranty Requirements
The minimum warranty including labor for all materials and equipment furnished for the vehicle conversion kits shall be guaranteed by the contractor for a minimum of one (1) calendar year from the date of acceptance by the purchaser, or for the duration stated by the component manufacturers, whichever is greater, against defects in design, materials and workmanship. Upon written notice from the purchaser, the vendor shall promptly make warranty adjustments at no cost to the purchaser. A copy of the contractors warranty must be provided upon request.

Sale of Conversion Kit/Packages Components and Repair Components
The items necessary to accomplish a vehicle conversion shall be available in kit/package forms to purchasers that have employees that have been trained and are properly certified to make the conversions and install the repair components. The contractor may refuse to sell kits/packages and repair components to purchasers that can not demonstrate to the satisfaction of the contractor that purchasers employees are properly trained and certified to make the required conversions or to make conversion system repairs.

If conversion components are being shipped to purchaser for installation by the purchaser, for purposes of shipment, the cylinders and any other items that do not lend themselves to conversion kit packaging may be shipped separately provided that they are individually identified and provided that the kit/package design documentation clearly identified all the items that constitute the kit/package.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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NATURAL GAS BI FUEL CONVERSION EQUIPMENT

- A. General Requirements:
The items necessary to accomplish a vehicle conversion shall be designed in conversion component form. The conversion kit/package shall contain all applicable equipment including tubing, fittings, pressure regulators, fuel/air mixer, fuel injection system adapter (if required), valves, valve protectors, gauges, electronic components, computer, mounting brackets and hardware, vapor sealing material (if required, fill receptacle, safety devices and any and all other non specified components necessary for a complete and proper conversion and for the modified vehicle to meet the performance and safety requirements, all applicable regulatory requirements. Only new, unused, materials and/or equipment shall be used by contractor.
- B. Manufacturers:
The following manufacturers established acceptable standards of equipment. Comparable equipment may be submitted for consideration and acceptance as equivalent equipment. All request for approved equivalents must be submitted in compliance with the Special Conditions section of this bid.
 1. Bi Fuel Conversion Systems:
Impco Technologies, Clean Fuels (Mesa Environmental), ANGI/EDO, Beacon Power Products, PAS Technologies, Inc., NGV System, NGV Southeast, Clean Air Partner, or approved equivalent.
 2. Fuel Cylinders:
CNG Cylinder Company of North America, Pressed Steel Tank Co. Inc., EDO, Brunswick or approved equivalent.
 3. Electronic Components:
Autotronics, Beacon Power Products, or approved equivalent.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS (SEE INVITATION FOR BID PARAGRAPH 14)
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NATURAL GAS BI FUEL CONVERSION EQUIPMENT
(Continued)

- B. Manufacturers: (Continued)
In addition to the requirements of NFPA 52 1992 Edition which apply to all the conversion kit/package components, the following subparagraphs contain additional specific requirements which shall apply to certain components of the conversion kits/packages and their installation on vehicles.

Fuel Storage Cylinders

Vendors shall provide Compressed Natural Gas (CNG) fuel cylinders as required complete with shutoff valves combined with, safety relief valve, and mounting bracket and hardware matching the cylinders. All cylinders shall meet the requirements of AGA NGV2 Standard. Cylinders shall be rated for 3,600 PSI service pressures at 70°F. All cylinders shall carry date stamping of manufacture within ninety (90) days of date of installation by the contractor. All tanks to meet current Department of Transportation requirements or ANSI/NGV 2 and NHTSA 308 Standard.

Certification and identification labels on cylinders shall be clearly marked and visible when installed on the vehicle. Tanks provided in these conversions must have a minimum of 2 3/4 years remaining before hydrostatic test is required per Department of Transportation requirements. They must safely vent when pressure exceeds the venting PSIG. Vapor sealing devices (bagging) will be provided for any cylinder to be mounted in sedan trunks and other vehicles that be code or industry practice require a vapor sealing device.

The following fuel storage cylinders may be bid. Cylinders must meet or exceed the capacity requirements specified on the bid sheets.

1. Full Composite Cylinders;
2. Aluminum Composite Cylinders;
3. Tank Venting System;

When applicable the contractor shall provide transparent material for the venting system specified in NFPA 52 1992 Edition. A method of attachment of the venting system material to the cylinders and to the vent port of the vehicle that uses mechanical attachments such as clamps, etc., is required. Venting system must vent outside the body shell of vehicle and away from passenger compartment and traffic.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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NATURAL GAS BI FUEL CONVERSION EQUIPMENT
(Continued)

Tubing/Fittings

All piping tubing and fittings shall be in accordance with NFPA 52 with the added requirement that all supply lines and fittings between the fuel cylinder(s) and the first stage regulator and between the refueling receptacle and the cylinder(s) shall be stainless steel (ASTM269-316SS) and shall be capable of withstanding a hydrostatic test of at least four times the rated working pressure without structural failure. The fittings shall be of the two ferrule compression type (Swagelok or approved equivalent). Fuel lines will be anchored in spans of no more than 24 inches to prevent the lines from rubbing.

Fuel Receptacle

The refueling receptacle shall be a connection complying with ANSI/AGA NGV 1, requirements for Natural Gas vehicle refueling connection devices the connection shall be located as directed by the vehicle conversion design schedule. The receptacle will contain a check valve located as close to the regulator as possible, that will prevent a back flow of gas from the storage cylinder through the connector. The connector shall have a dust plug for the portion located in the vehicle. The connector will include a device that will prevent vehicle operating while refueling connection is made. If vehicle requires remote fill, fill shall be of a design that will mount at existing gasoline fuel fill tag, or other location that will not disfigure or alter the physical appearance of the vehicle, or in any way alter the structural integrity of the vehicle. Remote fill shall not prevent or restrict the use of the existing gasoline fill.

Pressure Gauge

A pressure gauge reading from 0-4,000 PSI shall be installed in the engine compartment in the general vicinity of the pressure regulator or installed at the fuel cylinder, and shall indicate the fuel cylinder pressure whenever the manual cutoff valve is open. The pressure gauge must be located in area that makes the gauge easily visible.

Shutoff Valve

A 1/4-turn manual shutoff valve shall be located between the fuel storage cylinder and the engine compartment components. The shutoff valve shall be located external to the vehicle on the driver's side of the vehicle in a quickly accessible location. In all installations, the valve shall be protected from road debris by a suitable metal shield and shall be labeled with a decal indicating manual shutoff valve. The valve shall be installed and labeled in accordance to Section 3 - 6 NFPA - 52 1992 Edition.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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NATURAL GAS BI FUEL CONVERSION EQUIPMENT
(Continued)

Regulators

There shall be up to three stages of gas pressure regulators or a single stage, hi flow regulator for electronic closed loop tamper proof systems, to reduce the supply pressure to a level required by the mixer or metering valve and shall be pre-set by the factory to the correct operating pressure. The first stage or single stage regulator may be heated by water from the vehicles cooling system preventing any possibility of hydrates foaming or freezing.

Mixer/Metering Valve

The mixer/metering valve will be completely compatible with the engine and fuel system on which it will be installed. The mixer/metering valve or nozzle may be designed to utilize the original air cleaner. The mixer/metering valve or nozzle will not restrict air flow to the intake system when the vehicle is operating on gasoline. The mixer/metering valve shall be designed to provide sufficient fuel for smooth acceleration and shall allow the engine to operate efficiently through the complete engine RPM operating range, and the engine must not stall due to ram air effect, hard stopping, turning, acceleration, etc.

Adapters

The Gas/Air mixer shall be mounted to the existing fuel injection system either directly or, if required, by means of an adapter designed specifically for the type vehicle and type engine being converted.

Solenoid Valves

Valves: Shall be installed to positively cut off the supply of gasoline during compressed natural gas operation and to positively cut off compressed natural gas supply during gasoline operation. These valves and valve controls shall be designed to operate in the temperature and humidity conditions found in Florida. An engine activated valve shall cut off the supply of compressed natural gas at any time the vehicle ignition is off and the engine is not running.

Fuel Gauge

The compressed natural gas and gasoline system shall utilize the same dash-mounted O.E.M. gauge with compatible electronic interface.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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NATURAL GAS BI FUEL CONVERSION EQUIPMENT
(Continued)

Fuel Mode Control

The vendor shall provide means to operate the vehicle alternately in the gasoline mode or the Compressed Natural Gas (CNG) mode. Bid shall provide for the following fuel control option

Automatic:

An automatic control switch device shall be provided for automatic transfer from Compressed Natural Gas (CNG) to the gasoline mode when the compressed natural gas system pressure reaches 100 PSI, and shall automatically restore compressed natural gas when the system pressure exceeds 500 PSI. There shall be a fail-safe switch that will automatically switch vehicle to operate on gasoline in the event of a power failure.

Check Valves/pressure Relief

The refueling system shall incorporate a check valve to prevent the back flow of gas and vapor loss.

W-01-23-01, 22

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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LIQUIFIED PROPANE GAS Bi FUEL CONVERSION EQUIPMENT:

- A. General Requirements
The items necessary to accomplish a vehicle conversion shall be in kit/package form and shall constitute a complete package necessary to convert each of the specified vehicles so that the vehicle can operate selectively on gasoline or Liquified Petroleum Gas (LPG).

The kit/package components shall contain all applicable equipment including storage tanks tubing, fittings, pressure regulators, fuel/air mixer, fuel injection system adapter (if required), valves, valve protectors, gauges, electrical components, mounting brackets and hardware, fill receptacle, safety devices and all other components necessary for the modified vehicle to meet the specified performance and safety requirements and other applicable regulatory requirements. Only new, unused, first quality material and/or equipment shall be provided.

Manufacturers

The following manufacturers establish acceptable standards of equipment. Comparable manufacturers may be submitted for consideration and acceptance as an approved equivalent. All request for an approved equivalent must be submitted in compliance with the Special Conditions Section of this bid.

1. Bi Fuel Conversion Systems:
Impco Technologies,
Century/Vialle, OHG, or
approved equivalent.
2. Fuel Tanks:
Manchester, Brunner, American
Tank and Welding, or approved
equivalent.
3. Electronic Components:
Autotronics, Impco, or approved
equivalent.

Fuel Tanks

Liquified Petroleum Gas (LPG) fuel tanks shall be installed in the locations specified in the vehicle conversions design plans, and shall not replace or interfere with existing fuel tank. Fuel tank shall have the minimum useable capacity specified on the bid blank and shall include an 80% stop fill valve system. Tank service valve shall be equipped with an internal, hydrostatic pressure relief valve. All openings in the fuel tank shall have fuel flow limiter devices in accordance with all existing Federal, State, Local and/or most current NFPA 58 regulations.

Venting System

The liquified Petroleum Gas (LPG) fuel tank shall include a vapor-proof, safety-seal system to isolate the LPG tank valves from the vehicle passenger compartment per the most current NFPA 58 regulations. System must vent outside the body shell of the vehicle and away from passengers and traffic.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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LIQUIFIED PROPANE GAS BI FUEL CONVERSION EQUIPMENT: (Continued)

Tank filler (Remote)

A remote tank filler shall be provided if required due to the type vehicle. Remote fill shall be of a design that will mount at existing gasoline fuel fill, tag, or other location that will not disfigure or alter the physical appearance of the vehicle, or in any way alter the structural integrity of the vehicle. Remote fill shall not prevent or restrict use of the existing gasoline fill.

Fuel Gauge

The system for liquified propane shall utilize the same dash-mounted OEM, original equipment manufacturer fuel gauge with compatible electronic interface.

Fuel Lock and Filter

The LPG system shall have a combination fuel filter, fuel lock solenoid. Solenoid shall be electrically powered to provide fuel to the engine only when the ignition key is on and the engine is running.

Propane Converter/Regulator

There shall be multi-stage gas pressure regulator and propane converter, to reduce the supply pressure to a level required by the mixer or metering valve, and shall be pre-set at the factory to the correct operating pressure. The first stage of the regulator/converter will be heated by water from the vehicles cooling systems.

Mixer/Metering Valve

The mixer/metering valve will be completely compatible with the engine and fuel system on which it will be installed. The mixer/metering valve may be designed to utilize the original air cleaner. The mixer/metering valve will not restrict air flow to the intake system when the vehicle is operating on gasoline. The mixer/metering valve shall be designed to provide sufficient fuel for smooth acceleration and allow the engine to operate efficiently through the complete engine RPM-operating range, and the engine must not stall due to ram air effect, hard stopping, turning, acceleration, etc.

Adapters & Base Plates

The Gas/Air mixer shall be mounted to the existing fuel injection system either directly or, if required, by means of an adapter designed specifically for the type of fuel system on the vehicles to be modified.

Solenoid Valves

VALVES shall be installed to positively cut off the supply of gasoline during Liquified Petroleum Gas (LPG) operation and to positively cut off the LPG gas supply during gasoline operation. These valves and valve controls shall be designed to operate in the temperature and humidity conditions found in the Florida climate. An engine activated valve shall cut off the supply of Liquified Propane Gas (LPG) when the ignition is off the engine is not running.

ATTACHMENT "A"
(Continued)

SPECIFICATIONS AND REQUIREMENTS
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM	DESCRIPTION & SPECIFICATIONS	VENDORS SHOULD SHOW WHAT IS OFFERED INCLUDING ANY DEVIATIONS FROM THE DESCRIPTION AND SPECIFICATIONS. THE PRODUCT OFFERED BY THE BIDDER MUST ON AN OVERALL BASIS BE EQUAL OR GREATER IN QUALITY OR PERFORMANCE THAN THE BID SPECIFICATIONS. (SEE INVITATION FOR BID PARAGRAPH 14)
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LIQUIFIED PROPANE GAS BI FUEL CONVERSION
EQUIPMENT: (Continued)

Fuel Control Mode

The vendor shall provide means to operate the vehicle alternately in the gasoline mode or the Liquified Petroleum Gas (LPG) mode.

1. Manual
A manually operated control switch shall be provided within the driver's compartment which shall permit the driver to selectively operate the vehicle on Liquified petroleum Gas (LPG) or gasoline. This control shall be electrical.

Tubing Hoses and Fittings

All hoses, piping, tubing and fittings shall be in accordance with the most current NFPA 58 with the additional requirement that all supply lines and fittings between the fuel tanks and the first stage regulator and between the refueling receptacle and the cylinders shall be propane liquid hoses and shall be capable of withstanding a hydrostatic test of a least four times the rated working pressure without failure.

Check Valves/pressure Relief

The refueling system shall incorporate a check valve to prevent the back flow of gas and vapor loss.

BROWARD COUNTY
DEERFIELD BEACH
WILTON MANORS
HALLANDALE
DANIA

ATTACHMENT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and ,
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

1995, by _____
(name of person who's signature is being notarized)

as _____ (title) of _____
(name of corporation/company),

known to me to be the person described herein, or who produced _____
(type of identification)
as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

ATTACHMENT "C"

SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

P D
PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

A D D E N D U M #3

COUNTY CO-OP FOR CNG, LPG BI-FUEL CONVERSION

DATE OF ADDENDUM: May 14, 1995

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid opening has been rescheduled for May 23, 1995.
2. The following changes referenced specifications Attachment "A":
Page 10 of 26 Item 2.A.3 add or EPA memo 1A Compliance.
3. Bid Sheet(s), page(s) 5a and 6a have been revised and are attached and **MUST** be completed and returned with your Invitation For Bid form (Bidder Acknowledgement) due Tuesday May 23, 1995 at 2:00 p.m.
4. This Addendum **MUST** be acknowledged on the bid sheet and/or returned with your Invitation For Bid form, (bidder acknowledgement) due May 23, 1995, 2:00 p.m.

All other terms, conditions and specifications remain unchanged for
Bid #C-01-95-07-12.

NAME OF BIDDER: _____

BID SHEET
(continued)

Addendum #3
Bid #C-01-97-07-12
May 14, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
74.	1	#060470020045 Minimum Tank Volume/Approximate Dimension, 779 SCF @ 3600 PSI/ 13 X 50	\$ _____/ea.	\$ _____
75.	4	#060470020050 Minimum Tank Volume/Approximate Dimension, 969 SCF @ 3600 PSI/ 13 X 60	\$ _____/ea.	\$ _____
76.	1	#060470020055 Minimum Tank Volume/Approximate Dimension, 1202 SCF @ 3600 PSI/ 13 X 72	\$ _____/ea.	\$ _____
77.	1	#060470020060 Minimum Tank Volume/Approximate Dimension, 1425 SCF @ 3600 PSI/ 13 X 84	\$ _____/ea.	\$ _____
78.	1	#060470020150 Minimum Tank Volume/Approximate Dimension, 565 SCF @ 3600 PSI/ 15 X 30	\$ _____/ea.	\$ _____
79.	32	#060470020155 Minimum Tank Volume/Approximate Dimension, 656 SCF @ 3600 PSI/ 15 X 34	\$ _____/ea.	\$ _____
80.	3	#060470020160 Minimum Tank Volume/Approximate Dimension, 848 SCF @ 3600 PSI/ 15 X 42	\$ _____/ea.	\$ _____
81.	5	#060470020165 Minimum Tank Volume/Approximate Dimension, 1060 SCF @ 3600 PSI/ 15 X 50	\$ _____/ea.	\$ _____
82.	42	#060470020170 Minimum Tank Volume/Approximate Dimension, 1310 SCF @ 3600 PSI/ 15 X 60	\$ _____/ea.	\$ _____
83.	12	#060470020175 Minimum Tank Volume/Approximate Dimension, 1447 SCF @ 3600 PSI/ 15 X 72	\$ _____/ea.	\$ _____
84.	1	#060470020180 Minimum Tank Volume/Approximate Dimension, 1952 SCF @ 3600 PSI/ 15 X 84	\$ _____/ea.	\$ _____
85.	4	#994900110001 CNG Conversion Training per student, Min. 2	\$ _____/ea.	\$ _____
GROUP 1 TOTAL (ITEMS 1 THRU 85)				\$ _____

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:

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BID SHEET
(continued)

Addendum #3
Bid #C-01-97-07-12
May 14, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
97.	5	#060470030138 GMC Van 1994 4.3 Liter LP 6 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
98.	3	#060470030139 GMC Van 1994 4.3 Liter LP 6 Cylinder Installation Only MANUF./MODEL #: _____	\$_____/ea.	\$_____
99.	5	#060470030140 GMC Van 1994 5.0 Liter LP 8 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
100.	3	#060470030141 GMC Van 1994 5.0 Liter LP 8 Cylinder Installation Only MANUF./MODEL #: _____	\$_____/ea.	\$_____
101.	4	#994900110002 LPG Conversion Training per student Min. 2 MANUF./MODEL #: _____	\$_____/ea.	\$_____
102.	6	#060470020200 Manifold Tank 10 + 10 x 44 Capacity 21.9 gal. propane #2148471 (Manchester) Vapor sealed and requires remote fill and relief MANUF./MODEL #: _____	\$_____/ea.	\$_____
103.	6	#060470020210 Manifold Tank 12 + 10 x 37 Capacity 22.3 gal. propane #237617 Vapor sealed and requires remote fill and relief MANUF./MODEL #: _____	\$_____/ea.	\$_____
104.	8	#060470020220 In Bed Single Tank 16 x 52 Capacity 33.2 gal. propane #20067 MANUF./MODEL #: _____	\$_____/ea.	\$_____
105.	4	#060470020230 Under Toolbox Bed Mount Manifold Tank 10 + 10 x 60 Capacity 30.4 gal. propane #26077 MANUF./MODEL #: _____	\$_____/ea.	\$_____
106.	2	#060470020240 Underbody Manifold Replaces Spare Tire & Rear Gasoline Tank on Fords 13 + 13 x 27 Capacity 21.8 gal. propane #235547 Requires remote fill & relief MANUF./MODEL #: _____	\$_____/ea.	\$_____

NAME OF BIDDER _____

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BID SHEET
(continued)

Addendum #3
Bid #C-01-97-07-12
May 14, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
107.	2	#060470020250 Underbody Manifold Replaces Spare Tire for Chevy 10 + 12 x 30 Capacity 17.8 gal. propane #235747 Requires remote fill & relief	\$_____/ea.	\$_____
		MANUF./MODEL #:		
108.	2	#060470020260 Single Underbody Tank does not require remotes, 12 x 41 Capacity 14.5 gal. propane #24437	\$_____/ea.	\$_____
		MANUF./MODEL #:		
109.	2	#060470020270 Same as above for standard wheel base, 12 x 50 Capacity 17.9 gal. propane #22987	\$_____/ea.	\$_____
		MANUF./MODEL #:		
GROUP TOTAL (ITEMS 86 - 109)				\$_____

"THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUIRED:"

_____ YES _____ NO

VENDOR FAX # _____

Acknowledgement is hereby made of the following Addenda or Amendments (identified by number) received since issuance of this bid:

NOTICE TO BIDDERS:

Please check the Federal Employer's Identification Number (FEIN) on the face of the Invitation For Bid/Bidder Acknowledgement Form (IFB) (BLUE) and make appropriate corrections on the IFB. If the County does not have the correct FEIN, PAYMENTS CANNOT BE MADE TO YOUR FIRM.

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:

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P D
PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

ADDENDUM #2

COUNTY CO-OP FOR CNG, LPG, BI-FUEL CONVERSION

DATE OF ADDENDUM: April 28, 1995

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid opening has been rescheduled for May 16, 1995.
2. Page 2 of 16 revise delivery and Acceptance to desired within 90 days
3. Add new paragraph 14:

LIQUIDATED DAMAGES:

14.1 The delivery or conversion shall be completed within ninety calendar days from the date indicated on the purchase order.

14.2 Upon failure of the contractor to complete said contract within the specified period of time the contractor shall pay to the County the sum of One Hundred dollars (\$100.00) for each calendar week after the time specified for delivery. This amount is not a penalty but liquidated damages to the County. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the contractor to complete the contract on time.

14.3 The County is authorized to deduct liquidated damage amounts from the monies due the contractor for the work under this contract, or as much thereof as the County may, at its own option, deem just and reasonable.

3. Bid Sheet clarification:
Installation Item #'s apply to the previous conversion kit item #. Example item #10 installation applies to the item #9 kit.
4. Note: Installation will be performed at the vendor's retrofit facility, not on County property.
5. Kits (CNG or LPG) shall include all necessary hardware to yield a turnkey conversion EXCEPT FOR the fuel tank. The fuel tank chosen from the fuel tank list on the bid Sheet.
6. THE FOLLOWING CHANGES REFERENCE SPECIFICATIONS ATTACHMENT "A"
Page of 15 of 26 paragraph B.1 Add the following additional approved systems: GFI, OHG, DAI, Syncrostart,
Page 16 of 26 paragraph B fuel storage cylinders:delete requirement for a date stamp on the cylinder within 90 days. Note: hydrostatic testing is not required.
Page 17 of 26 paragraph B Tubing/fittings add approved fitting manufacturers Parker A-lok, Gyrolok.
Page 17 of 26 Fuel receptacle:change check valve to read double check valve. NOTE: fuel fill receptacle shall be located at the front grill of the vehicle. receptacle to tank valve shall be 1/4" tubing.
Page 20 of 26 Manufacturers: add All- Gas, GFI.
Page 20 of 26 Fuel tanks delete requirement for an internal hydrostatic pressure relief valve.
7. **WARRANTY -** Add warranty coverage CNG units 36 months,/50,000 miles, whichever occurs first.
CNG fuel tanks 18,000 fills
LPG units 12 months 12,000 miles

NAME OF BIDDER: _____

A D D E N D U M #2
(Continued)

COUNTY CO-OP FOR CNG, LPG, BI-FUEL CONVERSION

DATE OF ADDENDUM: April 28, 1995

8. NOTE: Group Award requires an entry for each item within a group, failure to insert a price on each item within a group may cause a bid to be ruled non-responsive.
- NOTE: An order placed by a Co-Op entry will consist of a conversion kit, a choice of one fuel tank from the lot, and a possible installation charge.
9. NOTE: The City of Fort Lauderdale has been added to Co-Op members for this bid.
10. Bid Sheets, pages 4 thru 6b have been revised and are attached and MUST be completed and returned with your Invitation For Bid form (Bidder Acknowledgement) due Tuesday May 16, 1995 at 2:00 p.m.
11. This Addendum MUST be acknowledged on the bid sheet and/or returned with your Invitation For Bid form, (bidder acknowledgement) due May 9, 1995, 2:00 p.m.

All other terms, conditions and specifications remain unchanged for Bid #C-01-95-07-12.

NAME OF BIDDER: _____

BID SHEET
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

GROUP I (ITEMS 1 THRU 84)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	14	#060470030100 Chevy Cavalier 1990 2.2 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
2.	6	#060470030101 Chevy Cavalier 1990 2.2 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
3.	12	#060470030102 Chevy Cavalier 1991 2.2 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
4.	5	#060470030103 Chevy Cavalier 1991 2.2 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
5.	8	#060470030104 Pontiac Sunbird 1994 2.2 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
6.	5	#060470030105 Pontiac Sunbird 1994 2.2 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
7.	30	#060470030106 Ford Tempo 1992 2.3 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
8.	20	#060470030107 Ford Tempo 1992 2.3 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
9.	8	#060470030108 Ford Ranger 2.3 Liter 4 Cylinder 1993-1994	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
10.	5	#060470030109 Ford Ranger 2.3 Liter 4 Cylinder 1993-1994 - Installation Only	\$_____/ea.	\$_____
11.	8	#060470030110 Ford Ranger 3.0 Liter 6 Cylinder 1993-1994	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		

NAME OF BIDDER _____

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BID SHEET
(Continued)

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
12.	5	#060470030111 Ford Ranger 3.0 Liter 6 Cylinder 1993-1994 Installation Only	\$_____/ea.	\$_____
13.	8	#060470030112 Ford Ranger 4.0 Liter 6 Cylinder 1993-1994 MANUF./MODEL #: _____	\$_____/ea.	\$_____
14.	5	#060470030113 Ford Ranger 4.0 Liter 6 Cylinder 1993-1994 Installation Only	\$_____/ea.	\$_____
15.	3	#060470030114 Dodge Dakota 1993-1994 3.9 Liter 6 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
16.	2	#060470030115 Dodge Dakota 1993-1994 3.9 Liter 6 Cylinder - Installation Only	\$_____/ea.	\$_____
17.	8	#060470030116 Chevy C-10 1990 5.0 Liter 8 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
18.	5	#060470030117 Chevy C-10 1990 5.0 Liter 8 Cylinder Installation Only	\$_____/ea.	\$_____
19.	10	#060470030118 Dodge D-150 1992-1994 3.9 Liter 6 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
20.	6	#060470030119 Dodge D-150 1992-1994 3.9 Liter 6 Cylinder - Installation Only	\$_____/ea.	\$_____
21.	10	#060470030120 Dodge D-150 1992-1994 5.2 Liter 8 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
22.	6	#060470030121 Dodge D-150 1992-1994 5.2 Liter 8 Cylinder - Installation Only	\$_____/ea.	\$_____
23.	5	#060470030122 Ford F-150 4.9 Liter 1994 6 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
24.	4	#060470030123 Ford F-150 4.9 Liter 1994 6 Cylinder - Installation Only	\$_____/ea.	\$_____

NAME OF BIDDER _____

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BID SHEET
(Continued)

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
25.	5	#060470030124 Ford F-150 1994, 5.0 Liter 8 Cylinder	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
26.	4	#060470030125 Ford F-150 1994, 5.0 Liter 8 Cylinder - Installation Only	\$ _____/ea.	\$ _____
27.	1	#060470030142 Chevy 4 Door Sedan 1991, 5.7 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
28.	1	#060470030174 Chevy 4 Door Sedan 1991, 5.7 Liter Installation Only	\$ _____/ea.	\$ _____
29.	2	#060470030143 Ford Pickup 3/4 Ton 1993, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
30.	2	#060470030173 Ford Pickup 3/4 Ton 1993, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
31.	3	#060470030144 Chevy Pickup 3/4 Ton 1991, 5.0 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
32.	3	#060470030175 Chevy Pickup 3/4 Ton 1991, 5.0 Liter Installation Only	\$ _____/ea.	\$ _____
33.	4	#060470030145 Ford Pickup 3/4 Ton 1994, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
34.	4	#060470030176 Ford Pickup 3/4 Ton 1994, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
35.	5	#060470030146 Ford Van 1 Ton Passenger 1991, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
36.	5	#060470030177 Ford Van 1 Ton Passenger 1991, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
37.	6	#060470030147 GMC Jimmy Wagon 2 Door 1991, 4.3 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
38.	6	#060470030178 GMC Jimmy Wagon 2 Door 1991, 4.3 Liter Installation Only	\$ _____/ea.	\$ _____

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BID SHEET
(Continued)

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
39.	7	#060470030149 Chrysler Sport Utility Wagon 1991, 4.0 Liter MANUF./MODEL #:	\$ _____/ea.	\$ _____
40.	7	#060470030179 Chrysler Sport Utility Wagon 1991, 4.0 Liter Installation Only	\$ _____/ea.	\$ _____
41.	8	#060470030151 Ford 4 Door Sedan 1993, 3.0 Liter MANUF./MODEL #:	\$ _____/ea.	\$ _____
42.	8	#060470030180 Ford 4 Door Sedan 1993, 3.0 Liter Installation Only	\$ _____/ea.	\$ _____
43.	9	#060470030194 Ford 4 Door Station Wagon 1993, 3.0 Liter MANUF./MODEL #:	\$ _____/ea.	\$ _____
44.	9	#060470030196 Ford 4 Door Station Wagon 1993, 3.0 Liter Installation Only	\$ _____/ea.	\$ _____
45.	10	#060470030153 Chevrolet Van 1 Ton Moving 1994, 7.4 Liter MANUF./MODEL #:	\$ _____/ea.	\$ _____
46.	10	#060470030182 Chevrolet Van 1 Ton Moving 1994, 7.4 Liter Installation Only	\$ _____/ea.	\$ _____
47.	11	#060470030154 Ford Station Wagon 1991, 3.0 Liter MANUF./MODEL #:	\$ _____/ea.	\$ _____
48.	11	#060470030183 Ford Station Wagon 1991, 3.0 Liter Installation Only	\$ _____/ea.	\$ _____
49.	12	#060470030156 Chrysler Sport Utility Wagon 1993, 4.0 Liter MANUF./MODEL #:	\$ _____/ea.	\$ _____
50.	12	#060470030184 Chrysler Sport Utility Wagon 1993, 4.0 Liter Installation Only	\$ _____/ea.	\$ _____
51.	13	#060470030160 Chevrolet Van 1 Ton 1992, 4.3 Liter MANUF./MODEL #:	\$ _____/ea.	\$ _____
52.	13	#060470030185 Chevrolet Van 1 Ton 1992, 4.3 Liter Installation Only	\$ _____/ea.	\$ _____

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BID SHEET
(Continued)

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
53.	14	#060470030161 Chrysler Sport Utility Wagon 1992, 4.0 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
54.	14	#060470030186 Chrysler Sport Utility Wagon 1992, 4.0 Liter Installation Only	\$ _____/ea.	\$ _____
55.	15	#060470030162 Ford Pickup 3/4 Ton 1992, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
56.	15	#060470030187 Ford Pickup 3/4 Ton 1992, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
57.	16	#060470030165 Chevrolet Van 1/2 Ton 1991, 4.3 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
58.	16	#060470030188 Chevrolet Van 1/2 Ton 1991, 4.3 Liter Installation Only	\$ _____/ea.	\$ _____
59.	17	#060470030166 Ford Pickup 1/2 Ton 1994, 4.9 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
60.	17	#060470030189 Ford Pickup 1/2 Ton 1994, 4.9 Liter Installation Only	\$ _____/ea.	\$ _____
61.	19	#060470030190 Chevrolet Suburban Wagon 1991, 5.7 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
62.	19	#060470030191 Chevrolet Suburban Wagon 1991, 5.7 Liter Installation Only	\$ _____/ea.	\$ _____
63.	20	#060470030192 Ford Pickup 1 Ton Crew Cab 1994, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
64.	20	#060470030193 Ford Pickup 1 Ton Crew Cab 1994, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
65.	21	#060470030194 Ford Pickup 1993, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
66.	21	#060470030195 Ford Pickup 1993, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____

NAME OF BIDDER _____

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BID SHEET
(Continued)

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
66a.	1	#060470030167 Chevrolet Pickup 3/4 Ton 1995 86000 GVW, 5.7 Liter	\$_____/ea.	\$_____
		MANUF./MODEL #:		
66b.	1	#060470030168 Chevrolet Pickup 3/4 Ton 1995 5.7 Liter Installation Only	\$_____/ea.	\$_____
66c.	3	#060470030169 Chevrolet Cargo 1 Ton 1995 86000 GVW, 5.7 Liter	\$_____/ea.	\$_____
		MANUF./MODEL #:		
66d.	3	#060470030170 Chevrolet Cargo 1 Ton 1995 5.7 Liter Installation Only	\$_____/ea.	\$_____
66e.	1	#060470030171 Chevrolet Astro 4.3 Liter 1995 56000 GVW	\$_____/ea.	\$_____
		MANUF./MODEL #:		
66f.	1	#060470030172 Chevrolet Astro 4.3 Liter 1995 5600 GVW Installation Only	\$_____/ea.	\$_____
67.	1	#060470020010 Minimum Tank Volume/Approximate Dimension, 332 SCF @ 3600 PSI/ 10 X 35	\$_____/ea.	\$_____
68.	1	#060470020015 Minimum Tank Volume/Approximate Dimension, 408 SCF @ 3600 PSI/ 10 X 42	\$_____/ea.	\$_____
69.	1	#060470020020 Minimum Tank Volume/Approximate Dimension, 489 SCF @ 3600 PSI/ 10 X 50	\$_____/ea.	\$_____
70.	3	#060470020025 Minimum Tank Volume/Approximate Dimension, 610 SCF @ 3600 PSI/ 10 X 60	\$_____/ea.	\$_____
71.	3	#060470020030 Minimum Tank Volume/Approximate Dimension, 737 SCF @ 3600 PSI/ 10 X 72	\$_____/ea.	\$_____
72.	27	#060470020035 Minimum Tank Volume/Approximate Dimension, 505 SCF @ 3600 PSI/ 13 X 35	\$_____/ea.	\$_____
73.	5	#060470020040 Minimum Tank Volume/Approximate Dimension, 636 SCF @ 3600 PSI/ 13 X 42	\$_____/ea.	\$_____

NAME OF BIDDER _____

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BID SHEET
(Continued)

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
74.	1	#060470020045 Minimum Tank Volume/Approximate Dimension, 779 SCF @ 3600 PSI/ 13 X 50	\$ _____/ea.	\$ _____
75.	4	#060470020050 Minimum Tank Volume/Approximate Dimension, 969 SCF @ 3600 PSI/ 13 X 60	\$ _____/ea.	\$ _____
76.	1	#060470020055 Minimum Tank Volume/Approximate Dimension, 1202 SCF @ 3600 PSI/ 13 X 72	\$ _____/ea.	\$ _____
77.	1	#060470020060 Minimum Tank Volume/Approximate Dimension, 1425 SCF @ 3600 PSI/ 13 X 84	\$ _____/ea.	\$ _____
78.	1	#060470020150 Minimum Tank Volume/Approximate Dimension, 565 SCF @ 3600 PSI/ 15 X 30	\$ _____/ea.	\$ _____
79.	32	#060470020155 Minimum Tank Volume/Approximate Dimension, 656 SCF @ 3600 PSI/ 15 X 34	\$ _____/ea.	\$ _____
80.	3	#060470020160 Minimum Tank Volume/Approximate Dimension, 848 SCF @ 3600 PSI/ 15 X 42	\$ _____/ea.	\$ _____
81.	5	#060470020165 Minimum Tank Volume/Approximate Dimension, 1060 SCF @ 3600 PSI/ 15 X 50	\$ _____/ea.	\$ _____
82.	42	#060470020170 Minimum Tank Volume/Approximate Dimension, 1310 SCF @ 3600 PSI/ 15 X 60	\$ _____/ea.	\$ _____
83.	12	#060470020175 Minimum Tank Volume/Approximate Dimension, 1447 SCF @ 3600 PSI/ 15 X 72	\$ _____/ea.	\$ _____
84.	1	#060470020180 Minimum Tank Volume/Approximate Dimension, 1952 SCF @ 3600 PSI/ 15 X 84	\$ _____/ea.	\$ _____
		GROUP 1 TOTAL (ITEMS 1 THRU 84)		\$ _____

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:

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BID SHEET
(Continued)

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

GROUP 2 (ITEMS 85 THRU 104)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
85.	5	#0604700300126 Chevy C-10 Pick Up 1992-1994 4.3 Liter 6 Cylinder LP	\$_____/ea.	\$_____
		MANUF./MODEL #:		
86.	3	#06047030127 Chevy C-10 Pick Up 1992-1994 4.3 Liter 6 Cylinder Installation Only	\$_____/ea.	\$_____
87.	5	#060470030128 Chevy C-10 Pick Up 1992-1994 5.0 Liter 8 Cylinder LP	\$_____/ea.	\$_____
		MANUF./MODEL #:		
88.	3	#060470030129 Chevy C-10 Pick Up 1992-1994 5.0 Liter 8 Cylinder LP Installation Only	\$_____/ea.	\$_____
89.	5	#060470030130 Chevy C-10 Pick Up 1992-1994 5.7 Liter 8 Cylinder LP	\$_____/ea.	\$_____
		MANUF./MODEL #:		
90.	3	#060470030131 Chevy C-10 Pick Up 1992-1994 5.7 Liter 8 Cylinder LP Installation Only	\$_____/ea.	\$_____
91.	9	#060470030132 Ford Crown Victoria 1993 4.6 Liter 8 Cylinder LP	\$_____/ea.	\$_____
		MANUF./MODEL #:		
92.	6	#060470030133 Ford Crown Victoria 1993 4.6 Liter 8 Cylinder LP - Installation Only	\$_____/ea.	\$_____
93.	6	#060470030134 Ford F-150 6 Cylinder 1994 LP	\$_____/ea.	\$_____
		MANUF./MODEL #:		
94.	5	#060470030135 Ford F-150 6 Cylinder 1994 LP Installation Only	\$_____/ea.	\$_____
95.	6	#060470030136 Ford F-150 8 Cylinder 1994 LP	\$_____/ea.	\$_____
		MANUF./MODEL #:		
96.	5	#060470030137 Ford F-150 8 Cylinder 1994 LP Installation Only	\$_____/ea.	\$_____

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:

BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGEMENT (BLUE) FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

BID SHEET
(Continued)

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
97.	5	#060470030138 GMC Van 1994 4.3 Liter LP 6 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
98.	3	#060470030139 GMC Van 1994 4.3 Liter LP 6 Cylinder Installation Only	\$_____/ea.	\$_____
99.	5	#060470030140 GMC Van 1994 5.0 Liter LP 8 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
100.	3	#060470030141 GMC Van 1994 5.0 Liter LP 8 Cylinder Installation Only	\$_____/ea.	\$_____
101.	6	#060470020200 LPG Cylinder 10 X 37	\$_____/ea.	\$_____
102.	6	#060470020210 LPG Cylinder 12 X 37	\$_____/ea.	\$_____
103.	12	#060470020220 LPG Cylinder 16 X 42	\$_____/ea.	\$_____
104.	12	#060470020230 LPG Cylinder 18 X 52	\$_____/ea.	\$_____
GROUP 2 TOTAL (ITEMS 85 THRU 104)				\$_____

"THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUIRED:"

_____ YES _____ NO
VENDOR FAX # _____

Acknowledgement is hereby made of the following Addenda or Amendments (identified by number) received since issuance of this bid:

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:
BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGEMENT (BLUE) FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

BID SHEET
(Continued)

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

In accordance with 6.6 of "Special Instructions to Bidders" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

NOTICE TO BIDDERS:

Please check the Federal Employer's Identification Number (FEIN) on the face of the Invitation For Bid/Bidder Acknowledgement Form (IFB) (BLUE) and make appropriate corrections on the IFB. If the County does not have the correct FEIN, PAYMENTS CANNOT BE MADE TO YOUR FIRM.

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:

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P D
PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

A D D E N D U M #1

COUNTY CO-OP FOR CNG, LPG, BI-FUEL CONVERSION

DATE OF ADDENDUM: April 18, 1995

TO ALL PROSPECTIVE BIDDERS:

PLEASE NOTE THE FOLLOWING CHANGES:

1. Bid opening has been rescheduled for May 2, 1995.
2. Page 2 of 16 revise delivery and Acceptance to desired within 90 days
3. Add new paragraph 14:

LIQUIDATED DAMAGES:

14.1 The delivery or conversion shall be completed within ninety calendar days from the date indicated on the purchase order.

14.2 Upon failure of the contractor to complete said contract within the specified period of time the contractor shall pay to the County the sum of One Hundred dollars (\$100.00) for each calendar week after the time specified for delivery. This amount is not a penalty but liquidated damages to the County. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the County as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the contractor to complete the contract on time.

14.3 The County is authorized to deduct liquidated damage amounts from the monies due the contractor for the work under this contract, or as much thereof as the County may, at its own option, deem just and reasonable.

3. Bid Sheet clarification:
Installation Item #'s apply to the previous conversion kit item #. Example item #10 installation applies to the item #9 kit.
4. Note: Installation will be performed at the vendor's retrofit facility, not on County property.
5. Kits (CNG or LPG) shall include all necessary hardware to yield a turnkey conversion EXCEPT FOR the fuel tank. The fuel tank chosen from the fuel tank list on the bid Sheet.
6. THE FOLLOWING CHANGES REFERENCE SPECIFICATIONS ATTACHMENT "A"
Page of 15 of 26 paragraph B.1 Add the following additional approved systems: GFI, OHG, DAI, Syncrostart,

Page 16 of 26 paragraph B fuel storage cylinders:delete requirement for a date stamp on the cylinder within 90 days. Note: hydrostatic testing is not required.

Page 17 of 26 paragraph B Tubing/fittings add approved fitting manufacturers Parker A-lok, Gyroluk.

Page 17 of 26 Fuel receptacle:change check valve to read double check valve. NOTE: fuel fill receptacle shall be located at the front grill of the vehicle. receptacle to tank valve shall be 1/4" tubing.

Page 20 of 26 Manufacturers: add All- Gas, GFI.

Page 20 of 26 Fuel tanks delete requirement for an internal hydrostatic pressure relief valve.
7. Bid Sheets, pages 4 thru 6b have been revised and are attached and MUST be completed and returned with your Invitation For Bid form (Bidder Acknowledgement) due Tuesday May 2, 1995 at 2:00 p.m.
8. This Addendum SHOULD be acknowledged on the bid sheet and/or returned with your Invitation For Bid form, (bidder acknowledgement) due May 2, 1995, 2:00 p.m.

All other terms, conditions and specifications remain unchanged for Bid #C-01-95-07-12.

NAME OF BIDDER: _____

BID SHEET
COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ADDENDUM #1
BID #C-01-95-07-12
April 18, 1995

TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

GROUP I (ITEMS 1 THRU 66)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	14	#060470030100 Chevy Cavalier 1990 2.2 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
2.	6	#060470030101 Chevy Cavalier 1990 2.2 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
3.	12	#060470030102 Chevy Cavalier 1991 2.2 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
4.	5	#060470030103 Chevy Cavalier 1991 2.2 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
5.	8	#060470030104 Pontiac Sunbird 1994 2.2 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
6.	5	#060470030105 Pontiac Sunbird 1994 2.2 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
7.	30	#060470030106 Ford Tempo 1992 2.3 Liter 4 Cylinder	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
8.	20	#060470030107 Ford Tempo 1992 2.3 Liter 4 Cylinder - Installation Only	\$_____/ea.	\$_____
9.	8	#060470030108 Ford Ranger 2.3 Liter 4 Cylinder 1993-1994	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		
10.	5	#060470030109 Ford Ranger 2.3 Liter 4 Cylinder 1993-1994 - Installation Only	\$_____/ea.	\$_____
11.	8	#060470030110 Ford Ranger 3.0 Liter 6 Cylinder 1993-1994	\$_____/ea.	\$_____
		MANUF./MODEL #: _____		

NAME OF BIDDER _____

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BID SHEET
(Continued)

ADDENDUM #1
BID #C-01-95-07-12
April 18, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
12.	5	#060470030111 Ford Ranger 3.0 Liter 6 Cylinder 1993-1994 Installation Only	\$_____/ea.	\$_____
13.	8	#060470030112 Ford Ranger 4.0 Liter 6 Cylinder 1993-1994 MANUF./MODEL #: _____	\$_____/ea.	\$_____
14.	5	#060470030113 Ford Ranger 4.0 Liter 6 Cylinder 1993-1994 Installation Only	\$_____/ea.	\$_____
15.	3	#060470030114 Dodge Dakota 1993-1994 3.9 Liter 6 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
16.	2	#060470030115 Dodge Dakota 1993-1994 3.9 Liter 6 Cylinder - Installation Only	\$_____/ea.	\$_____
17.	8	#060470030116 Chevy C-10 1990 5.0 Liter 8-Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
18.	5	#060470030117 Chevy C-10 1990 5.0 Liter 8 Cylinder Installation Only	\$_____/ea.	\$_____
19.	10	#060470030118 Dodge D-150 1992-1994 3.9 Liter 6 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
20.	6	#060470030119 Dodge D-150 1992-1994 3.9 Liter 6 Cylinder - Installation Only	\$_____/ea.	\$_____
21.	10	#060470030120 Dodge D-150 1992-1994 5.2 Liter 8 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
22.	6	#060470030121 Dodge D-150 1992-1994 5.2 Liter 8 Cylinder - Installation Only	\$_____/ea.	\$_____
23.	5	#060470030122 Ford F-150 4.9 Liter 1994 6 Cylinder MANUF./MODEL #: _____	\$_____/ea.	\$_____
24.	4	#060470030123 Ford F-150 4.9 Liter 1994 6 Cylinder - Installation Only	\$_____/ea.	\$_____

NAME OF BIDDER _____

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BID SHEET
(Continued)

ADDENDUM #1
BID #C-01-95-07-12
April 18, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
25.	5	#060470030124 Ford F-150 1994, 5.0 Liter 8 Cylinder	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
26.	4	#060470030125 Ford F-150 1994, 5.0 Liter 8 Cylinder - Installation Only	\$ _____/ea.	\$ _____
27.	1	#060470030 Chevy 4 Door Sedan 1991, 5.7 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
28.	1	#060470030 Chevy 4 Door Sedan 1991, 5.7 Liter Installation Only	\$ _____/ea.	\$ _____
29.	2	#060470030 Ford Pickup 3/4 Ton 1993, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
30.	2	#060470030 Ford Pickup 3/4 Ton 1993, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
31.	3	#060470030 Chevy Pickup 3/4 Ton 1991, 5.0 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
32.	3	#060470030 Chevy Pickup 3/4 Ton 1991, 5.0 Liter Installation Only	\$ _____/ea.	\$ _____
33.	4	#060470030 Ford Pickup 3/4 Ton 1994, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
34.	4	#060470030 Ford Pickup 3/4 Ton 1994, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
35.	5	#060470030 Ford Van 1 Ton Passenger 1991, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
36.	5	#060470030 Ford Van 1 Ton Passenger 1991, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
37.	6	#060470030 GMC Jimmy Wagon 2 Door 1991, 4.3 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
38.	6	#060470030 GMC Jimmy Wagon 2 Door 1991, 4.3 Liter Installation Only	\$ _____/ea.	\$ _____

NAME OF BIDDER _____

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BID SHEET
(Continued)

ADDENDUM #1
BID #C-01-95-07-12
April 18, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
39.	7	#060470030 Chrysler Sport Utility Wagon 1991, 4.0 Liter MANUF./MODEL #: _____	\$_____/ea.	\$_____
40.	7	#060470030 Chrysler Sport Utility Wagon 1991, 4.0 Liter Installation Only MANUF./MODEL #: _____	\$_____/ea.	\$_____
41.	8	#060470030 Ford 4 Door Sedan 1993, 3.0 Liter MANUF./MODEL #: _____	\$_____/ea.	\$_____
42.	8	#060470030 Ford 4 Door Sedan 1993, 3.0 Liter Installation Only MANUF./MODEL #: _____	\$_____/ea.	\$_____
43.	9	#060470030 Ford 4 Door Station Wagon 1993, 3.0 Liter MANUF./MODEL #: _____	\$_____/ea.	\$_____
44.	9	#060470030 Ford 4 Door Station Wagon 1993, 3.0 Liter Installation Only MANUF./MODEL #: _____	\$_____/ea.	\$_____
45.	10	#060470030 Chevrolet Van 1 Ton Moving 1994, 7.4 Liter MANUF./MODEL #: _____	\$_____/ea.	\$_____
46.	10	#060470030 Chevrolet Van 1 Ton Moving 1994, 7.4 Liter Installation Only MANUF./MODEL #: _____	\$_____/ea.	\$_____
47.	11	#060470030 Ford Station Wagon 1991, 3.0 Liter MANUF./MODEL #: _____	\$_____/ea.	\$_____
48.	11	#060470030 Ford Station Wagon 1991, 3.0 Liter Installation Only MANUF./MODEL #: _____	\$_____/ea.	\$_____
49.	12	#060470030 Chrysler Sport Utility Wagon 1993, 4.0 Liter MANUF./MODEL #: _____	\$_____/ea.	\$_____
50.	12	#060470030 Chrysler Sport Utility Wagon 1993, 4.0 Liter Installation Only MANUF./MODEL #: _____	\$_____/ea.	\$_____
51.	13	#060470030 Chevrolet Van 1 Ton 1992, 4.3 Liter MANUF./MODEL #: _____	\$_____/ea.	\$_____
52.	13	#060470030 Chevrolet Van 1 Ton 1992, 4.3 Liter Installation Only MANUF./MODEL #: _____	\$_____/ea.	\$_____

NAME OF BIDDER _____

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BID SHEET
(Continued)

ADDENDUM #1
BID #C-01-95-07-12
April 18, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
53.	14	#060470030 Chrysler Sport Utility Wagon 1992, 4.0 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
54.	14	#060470030 Chrysler Sport Utility Wagon 1992, 4.0 Liter Installation Only	\$ _____/ea.	\$ _____
55.	15	#060470030 Ford Pickup 3/4 Ton 1992, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
56.	15	#060470030 Ford Pickup 3/4 Ton 1992, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
57.	16	#060470030 Chevrolet Van 1/2 Ton 1991, 4.3 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
58.	16	#060470030 Chevrolet Van 1/2 Ton 1991, 4.3 Liter Installation Only	\$ _____/ea.	\$ _____
59.	17	#060470030 Ford Pickup 1/2 Ton 1994, 4.9 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
60.	17	#060470030 Ford Pickup 1/2 Ton 1994, 4.9 Liter Installation Only	\$ _____/ea.	\$ _____
61.	19	#060470030 Chevrolet Suburban Wagon 1991, 5.7 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
62.	19	#060470030 Chevrolet Suburban Wagon 1991, 5.7 Liter Installation Only	\$ _____/ea.	\$ _____
63.	20	#060470030 Ford Pickup 1 Ton Crew Cab 1994, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
64.	20	#060470030 Ford Pickup 1 Ton Crew Cab 1994, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
65.	21	#060470030 Ford Pickup 1993, 5.8 Liter	\$ _____/ea.	\$ _____
		MANUF./MODEL #: _____		
66.	21	#060470030 Ford Pickup 1993, 5.8 Liter Installation Only	\$ _____/ea.	\$ _____
GROUP 1 TOTAL (ITEMS 1 THRU 66)				\$ _____

NAME OF BIDDER _____

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BID SHEET
(Continued)

ADDENDUM #1
BID #C-01-95-07-12
April 18, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

GROUP 2 (ITEMS 67 THRU 84)

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
67.	5	#0604700300126 Chevy C-10 Pick Up 1992-1994 4.3 Liter 6 Cylinder LP MANUF./MODEL #: _____	\$_____/ea.	\$_____
68.	3	#06047030127 Chevy C-10 Pick Up 1992-1994 4.3 Liter 6 Cylinder Installation Only	\$_____/ea.	\$_____
69.	5	#060470030128 Chevy C-10 Pick Up 1992-1994 5.0 Liter 8 Cylinder LP MANUF./MODEL #: _____	\$_____/ea.	\$_____
70.	3	#060470030129 Chevy C-10 Pick Up 1992-1994 5.0 Liter 8 Cylinder LP Installation Only	\$_____/ea.	\$_____
71.	5	#060470030130 Chevy C-10 Pick Up 1992-1994 5.7 Liter 8 Cylinder LP MANUF./MODEL #: _____	\$_____/ea.	\$_____
72.	3	#060470030131 Chevy C-10 Pick Up 1992-1994 5.7 Liter 8 Cylinder LP Installation Only	\$_____/ea.	\$_____
73.	9	#060470030132 Ford Crown Victoria 1993 4.6 Liter 8 Cylinder LP MANUF./MODEL #: _____	\$_____/ea.	\$_____
74.	6	#060470030133 Ford Crown Victoria 1993 4.6 Liter 8 Cylinder LP - Installation Only	\$_____/ea.	\$_____
75.	6	#060470030134 Ford F-150 6 Cylinder 1994 LP MANUF./MODEL #: _____	\$_____/ea.	\$_____
76.	5	#060470030135 Ford F-150 6 Cylinder 1994 LP Installation Only	\$_____/ea.	\$_____
77.	6	#060470030136 Ford F-150 8 Cylinder 1994 LP MANUF./MODEL #: _____	\$_____/ea.	\$_____
78.	5	#060470030137 Ford F-150 8 Cylinder 1994 LP Installation Only	\$_____/ea.	\$_____

NAME OF BIDDER _____

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BID SHEET
(Continued)

ADDENDUM #1
BID #C-01-95-07-12
April 18, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
79.	5	#060470030138 GMC Van 1994 4.3 Liter LP 6 Cylinder	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
80.	3	#060470030139 GMC Van 1994 4.3 Liter LP 6 Cylinder Installation Only	\$ _____/ea.	\$ _____
81.	5	#060470030140 GMC Van 1994 5.0 Liter LP 8 Cylinder	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
82.	3	#060470030141 GMC Van 1994 5.0 Liter LP 8 Cylinder Installation Only	\$ _____/ea.	\$ _____
83.		#060470010000 Kits	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
84.		#0604700101010 Kits, Carburetor/Borg-Warner	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		

GROUP 2 TOTAL (ITEMS 67 THRU 84)

\$ _____

GROUP 1	CNG CYLINDER	TANK VOLUME	
1	10 x 35	332 SCF	5CF03600PSI
1	10 x 42	408 SCF	
1	10 x 50	489 SCF	
3	10 x 60	610 SCF	
3	10 x 72	737 SCF	
27	13 x 35	505 SCF	
5	13 x 42	636 SCF	
1	13 x 50	779 SCF	
1	13 x 60	969 SCF	
1	13 x 72	1,202 SCF	
1	13 x 84	1,425 SCF	
14	15 x 30	565 SCF	
1	15 x 34	656 SCF	
1	15 x 42	848 SCF	
21	15 x 50	1,060 SCF	
12	15 x 60	1,310 SCF	
1	15 x 84	1,952 SCF	

@ 3,600 P.S.I. Whichever will fit under 6 FD Clutch; 4 Chevy Truck

GROUP 2	LPG CYLINDER	
	10 x 37	6 ea.
	12 x 37	6 ea.
	16 x 42	12 ea.
	18 x 52	2 ea.

Delivery will be made within _____ calendar days of the receipt of Purchase Order.

"THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUIRED:"

_____ YES _____ NO

VENDOR FAX # _____

Acknowledgement is hereby made of the following Addenda or Amendments (identified by number) received since issuance of this bid:

NAME OF BIDDER _____

NOTE TO PROSPECTIVE BIDDER:
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BID SHEET
(Continued)

ADDENDUM #1
BID #C-01-95-07-12
April 18, 1995

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

In accordance with 6.6 of "Special Instructions to Bidders" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

NOTICE TO BIDDERS:

Please check the Federal Employer's Identification Number (FEIN) on the face of the Invitation For Bid/Bidder Acknowledgement Form (IFB) (BLUE) and make appropriate corrections on the IFB. If the County does not have the correct FEIN, PAYMENTS CANNOT BE MADE TO YOUR FIRM.

NAME OF BIDDER _____

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SUBMIT BID TO:

Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301-1801

**BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA****INVITATION FOR BID****Bidder Acknowledgment****— GENERAL CONDITIONS —**

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- 1. EXECUTION OF BID:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the Board of County Commissioners upon debt or contract nor from a defaulter upon obligations to the Board of County Commissioners. Bidder certifies by signing the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents.
- 2. NO BID:** If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID."
- 3. BID WITHDRAWAL:** No bidder may withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.
- 4. BID OPENING:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of bid opening. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.
- 5. ADDENDA TO BID:** Broward County reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.

(Continued on Page 2)

BIDS WILL BE OPENED 2 p.m.

and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE

COUNTY CO-OP FOR
CNG LPG BIFUEL CONVERSION

BID NO.

C01950712

PURCHASING AGENT NAME & TELEPHONE NUMBER

ARNE ADLER (205) 357-6088
DELIVERY DATE

SEE SPECIAL INSTRUCTIONS SHEET(S) FOR DELIVERY TIME AND DATE.**CASH DISCOUNT TERMS**

**BID GUARANTY IS ATTACHED,
WHEN REQUIRED, IN
THE AMOUNT OF \$**

REASON FOR NO BID**FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER**

870525101 0

DUN & BRADSTREET NUMBER**BIDDER NAME**

TRILLIUM USA

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

699 EAST SOUTH TEMPLE
SUITE 300
SALT LAKE CITY UT 84102

AREA CODE**TELEPHONE NO.****CONTACT PERSON**

800-920-1166

CATHY DAVIS



AUTHORIZED SIGNATURE (original in ink)

GEOFFREY R. BALES, PRESIDENT

TYPED NAME OF SIGNER

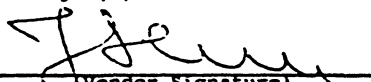
TITLE

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

ATTACHMENT "B"
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).



 (Vendor Signature)
 Trillium USA

 (Print Vendor Name)

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 12 day of May, 1995, by Jan Hull
(name of person who's signature is being notarized)

as Vice President of Bus. (title) of Trillium USA
Development (name of corporation/company),
known to me to be the person described herein, or who produced _____
(Type of identification)
as identification, and who did/did not take an oath.

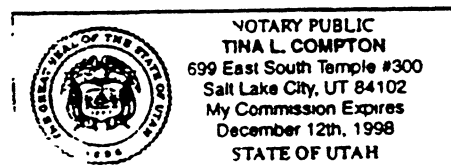
NOTARY PUBLIC:



 (Signature)
 Tina L. Compton

 (Print Name)

My commission expires: 12/12/98



ATTACHMENT "C"
(Continued)

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime from subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Sworn to and subscribed before me this 12 day of May, 1995.

Personally known Jan Hull

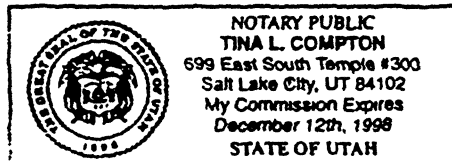
OR Produced identification _____ Notary Public - State of Utah

(Type of Identification) _____ My commission expires 12/12/98

Tina L. Compton, Notary

(Printed typed or stamped
commissioned name of notary public)

Form PUR 7068 (Rev. 06/11/92)



TRILLIUM USA, INC.
BROWARD COUNTY CONVERSION BID RECAP
May 23, 1995

ITEM #	QUANTITY	\$ EACH	TOTAL \$
1	14	\$1,530.00	\$21,420.00
2	6	\$675.00	\$4,050.00
3	12	\$1,530.00	\$18,360.00
4	5	\$675.00	\$3,375.00
5	8	\$1,530.00	\$12,240.00
6	5	\$675.00	\$3,375.00
7	30	\$1,330.00	\$39,900.00
8	20	\$675.00	\$13,500.00
9	8	\$1,220.00	\$9,760.00
10	5	\$675.00	\$3,375.00
11	8	\$1,260.00	\$10,080.00
12	5	\$675.00	\$3,375.00
13	8	\$1,370.00	\$10,960.00
14	5	\$675.00	\$3,375.00
15	3	\$1,425.00	\$4,275.00
16	2	\$675.00	\$1,350.00
17	8	\$1,350.00	\$10,800.00
18	5	\$675.00	\$3,375.00
19	10	\$1,425.00	\$14,250.00
20	6	\$675.00	\$4,050.00
21	10	\$1,495.00	\$14,950.00
22	6	\$675.00	\$4,050.00
23	5	\$1,495.00	\$7,475.00
24	4	\$675.00	\$2,700.00
25	5	\$1,525.00	\$7,625.00
26	4	\$675.00	\$2,700.00
27	1	\$1,635.00	\$1,635.00
28	1	\$675.00	\$675.00
29	2	\$1,510.00	\$3,020.00
30	2	\$675.00	\$1,350.00
31	3	\$1,350.00	\$4,050.00
32	3	\$675.00	\$2,025.00
33	4	\$1,525.00	\$6,100.00
34	4	\$675.00	\$2,700.00
35	5	\$1,510.00	\$7,550.00
36	5	\$675.00	\$3,375.00
37	6	\$1,390.00	\$8,340.00
38	6	\$675.00	\$4,050.00
39	7	\$1,525.00	\$10,675.00
40	7	\$675.00	\$4,725.00
41	8	\$1,480.00	\$11,840.00
42	8	\$675.00	\$5,400.00
43	9	\$1,480.00	\$13,320.00
44	9	\$675.00	\$6,075.00
45	10	\$1,390.00	\$13,900.00
46	10	\$675.00	\$6,750.00
47	11	\$1,480.00	\$16,280.00
48	11	\$675.00	\$7,425.00

PAGE TWO
 TRILLIUM USA, INC.
 BROWARD COUNTY CONVERSION BID
 May 23, 1995

49	12	\$1,475.00	\$17,700.00	
50	12	\$675.00	\$8,100.00	
51	13	\$1,390.00	\$18,070.00	
52	13	\$675.00	\$8,775.00	
53	14	\$1,525.00	\$21,350.00	
54	14	\$675.00	\$9,450.00	
55	15	\$1,510.00	\$22,650.00	
56	15	\$675.00	\$10,125.00	
57	16	\$1,390.00	\$22,240.00	
58	16	\$675.00	\$10,800.00	
59	17	\$1,495.00	\$25,415.00	
60	17	\$675.00	\$11,475.00	
61	19	\$1,350.00	\$25,650.00	
62	19	\$675.00	\$12,825.00	
63	20	\$1,525.00	\$30,500.00	
64	20	\$675.00	\$13,500.00	
65	21	\$1,510.00	\$31,710.00	
66	21	\$675.00	\$14,175.00	
66A	1	\$1,350.00	\$1,350.00	
66B	1	\$675.00	\$675.00	
66C	3	\$1,350.00	\$4,050.00	
66D	3	\$675.00	\$2,025.00	SUBTOTAL
66E	1	\$1,390.00	\$1,390.00	
66F	1	\$675.00	\$675.00	\$700,680.00
PRESSED STEEL COMPOSITE EDGE TANKS				
67	1	\$555.00	\$555.00	
68	1	\$555.00	\$555.00	
69	1	\$560.00	\$560.00	
70	3	\$600.00	\$1,800.00	
71	3	\$605.00	\$1,815.00	
72	27	\$560.00	\$15,120.00	
73	5	\$735.00	\$3,675.00	
74	1	\$740.00	\$740.00	
75	4	\$760.00	\$3,040.00	
76	1	\$890.00	\$890.00	
77	1	\$1,180.00	\$1,180.00	
78	1	\$735.00	\$735.00	
79	32	\$735.00	\$23,520.00	
80	3	\$760.00	\$2,280.00	
81	5	\$885.00	\$4,425.00	
82	42	\$1,180.00	\$49,560.00	
83	12	\$1,180.00	\$14,160.00	SUBTOTAL
84	1	\$1,355.00	\$1,355.00	
TRAINING				
85	4	\$500.00	\$2,000.00	\$127,965.00
BASE BID TOTAL			\$828,645.00	

TRILLIUM USA, INC.
 ALTERNATE BID
 MAY 23, 1995

NGV SYSTEMS CYLINDERS				
67	1	\$536.00	\$536.00	
68	1	\$595.00	\$595.00	
69	1	\$678.00	\$678.00	
70	3	\$803.00	\$2,409.00	
71	3	\$921.00	\$2,763.00	
72	27	\$768.00	\$20,736.00	
73	5	\$875.00	\$4,375.00	
74	1	\$1,000.00	\$1,000.00	
75	4	\$1,200.00	\$4,800.00	
76	1	\$1,390.00	\$1,390.00	
77	1	\$1,585.00	\$1,585.00	
78	1	\$915.00	\$915.00	
79	32	\$915.00	\$29,280.00	
80	3	\$1,035.00	\$3,105.00	
81	5	\$1,155.00	\$5,775.00	
82	42	\$1,390.00	\$58,380.00	
83	12	\$1,525.00	\$18,300.00	SUBTOTAL
84	1	\$1,725.00	\$1,725.00	
TRAINING				
85	4	\$500.00	\$2,000.00	\$160,347.00
ALTERNATE BID SUBTOTAL			\$861,027.00	

ADD FOR VENTED VALVE KITS
 FOR 93 PASSENGER CARS

\$12,090.00

ALTERNATE BID TOTAL

\$873,117.00

ADDENDUM #2
 MID #C-01-25-07-12
 April 28, 1993

GROUP I (ITEMS 1 THRU 84)

11/07/1974

NOT SECRET
(Continued)

ADDENDUM #2
RIS #Q-01-95-07-12
April 28, 1995

SHOOT CO-OP FOR THE LPO RIFLE CONVERSION

ITEM NO.	ESTIMATED QUANTITY	COMMUNITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
12.	5	#060470030111 Ford Ranger 3.0 Liter 6 Cylinder 1993-1994 Installation Only	\$ 675 /ea.	\$ 3,375.00
13.	8	#060470030112 Ford Ranger 4.0 Liter 6 Cylinder 1993-1994 MANUF./MODEL #: 9402, 10, 640N + 19, 130	\$ 1,370 /ea.	\$ 10,960.00
14.	5	#060470030113 Ford Ranger 4.0 Liter 6 Cylinder 1993-1994 Installation Only	\$ 675 /ea.	\$ 3,375.00
15.	3	#060470030114 Dodge Dakota 1993-1994 3.9 Liter 6 Cylinder MANUF./MODEL #: 9203, 10, 639N + 19, 130	\$ 1,425 /ea.	\$ 4,275.00
16.	2	#060470030115 Dodge Dakota 1993-1994 3.9 Liter 6 Cylinder - Installation Only	\$ 675 /ea.	\$ 1,350.00
17.	8	#060470030116 Chevy C-10 1990 5.0 Liter 8 Cylinder MANUF./MODEL #: 9201, 10, 350N + 19, 130	\$ 1,350 /ea.	\$ 10,800.00
18.	5	#060470030117 Chevy C-10 1990 5.0 Liter 8 Cylinder Installation Only	\$ 675 /ea.	\$ 3,375.00
19.	10	#060470030118 Dodge D-150 1992-1994 3.9 Liter 6 Cylinder MANUF./MODEL #: 9203, 10, 139N + 19, 130	\$ 1,425 /ea.	\$ 14,250.00
20.	6	#060470030119 Dodge D-150 1992-1994 3.9 Liter 6 Cylinder - Installation Only	\$ 675 /ea.	\$ 4,050.00
21.	10	#060470030120 Dodge D-150 1992-1994 5.2 Liter 8 Cylinder MANUF./MODEL #: 9203, 10, 852N + 19, 130	\$ 1,495 /ea.	\$ 14,950.00
22.	6	#060470030121 Dodge D-150 1992-1994 5.2 Liter 8 Cylinder - Installation Only	\$ 675 /ea.	\$ 4,050
23.	5	#060470030122 Ford F-150 4.9 Liter 1994 6 Cylinder MANUF./MODEL #: 9402, 10, 649N + 19, 130	\$ 1,495 /ea.	\$ 7,475.00
24.	4	#060470030123 Ford F-150 4.9 Liter 1994 6 Cylinder - Installation Only	\$ 675 /ea.	\$ 2,700.00

NAME OF BIDDER TRILLIUM USA

NOTE TO PROSPECTIVE BIDDERS:
BE SURE TO HAVE THE INVITATION FOR BID, (BIDDER ACKNOWLEDGMENT (BLANK) FORM) SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

BID RIDDER
(Continued)

ADDENDUM #2
WTD #C-91-99-07-12
April 28, 1999

CONTRACT CO-OP FOR CNG LPS RIGURE CONVERSION

FORM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
25.	5	#060470030124 Ford F-150 1994, 5.0 Liter 8 Cylinder MANUF./MODEL #: 9402.10.850N + 19.130	\$1525/ea.	\$7625.00
26.	4	#060470030128 Ford F-150 1994, 5.0 Liter 8 Cylinder - Installation Only	\$675/ea.	\$2,700.00
27.	1	#060470030142 Chevy 4 Door Sedan 1991, 5.7 Liter MANUF./MODEL #: 9001.10.857N + 19.130 + VVK	\$1635/ea.	\$1635.00
28.	1	#060470030174 Chevy 4 Door Sedan 1991, 5.7 Liter Installation Only	\$675/ea.	\$675.00
29.	2	#060470030143 Ford Pickup 3/4 Ton 1993, 5.8 Liter MANUF./MODEL #: 9202.10.858N + 19.130	\$1510/ea.	\$3020.00
30.	2	#060470030173 Ford Pickup 3/4 Ton 1993, 5.8 Liter Installation Only	\$675/ea.	\$1350.00
31.	3	#060470030144 Chevy Pickup 3/4 Ton 1991, 5.8 Liter MANUF./MODEL #: 9201.10.350N + 19.130	\$1350/ea.	\$4050.00
32.	3	#060470030175 Chevy Pickup 3/4 Ton 1991, 5.8 Liter Installation Only	\$675/ea.	\$2025.00
33.	4	#060470030145 Ford Pickup 3/4 Ton 1994, 5.8 Liter MANUF./MODEL #: 9402.10.858N + 19.130	\$1525/ea.	\$6100.00
34.	4	#060470030176 Ford Pickup 3/4 Ton 1994, 5.8 Liter Installation Only	\$675/ea.	\$2700.00
35.	5	#060470030146 Ford Van 1 Ton Passenger 1991, 5.8 Liter MANUF./MODEL #: 9202.10.858N + 19.130	\$1510/ea.	\$7550.00
36.	5	#060470030177 Ford Van 1 Ton Passenger 1991, 5.8 Liter Installation Only	\$675/ea.	\$3375.00
37.	6	#060470030147 GMC Jimmy Wagon 2 Door 1991, 4.3 Liter MANUF./MODEL #: 9001.10.643N + 19.130	\$1390/ea.	\$8340.00
38.	6	#060470030178 GMC Jimmy Wagon 2 Door 1991, 4.3 Liter Installation Only	\$675/ea.	\$4050.00

NAME OF RIDDER TRILLIUM USA

NOTE TO PROSPECTIVE RIDDER:
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VVK = VENTED VALUE KIT

RID SUBJECT
(Continued)

ADDENDUM #2
RID #C-01-99-07-12
April 28, 1993

COUNTRY CO-OP FOR CNG LFG RIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
39.	7	#060470030149 Chrysler Sport Utility Wagon 1991, 4.0 Liter MANUF./MODEL #: 9003.10.640N + 19.130	\$1525/ea.	\$10,675.00
40.	7	#060470030179 Chrysler Sport Utility Wagon 1991, 4.0 Liter Installation Only	\$675/ea.	\$4,725.00
41.	8	#060470030151 Ford 4 Door Sedan 1993, 3.0 Liter MANUF./MODEL #: 9102.10.630N + 19.130 + VVK	\$1480/ea.	\$11,840.00
42.	8	#060470030180 Ford 4 Door Sedan 1993, 3.0 Liter Installation Only	\$675/ea.	\$5,400.00
43.	9	#060470030194 Ford 4 Door Station Wagon 1993, 3.0 Liter MANUF./MODEL #: 9102.10.630N + 19.130 + VVK	\$1480/ea.	\$13,320.00
44.	9	#060470030196 Ford 4 Door Station Wagon 1993, 3.0 Liter Installation Only	\$675/ea.	\$6,075.00
45.	10	#060470030153 Chevrolet Van 1 Ton Moving 1994, 7.4 Liter MANUF./MODEL #: 9101.10.874N + 19.130	\$1390/ea.	\$13,900.00
46.	10	#060470030181 Chevrolet Van 1 Ton Moving 1994, 7.4 Liter Installation Only	\$675/ea.	\$6,750.00
47.	11	#060470030154 Ford Station Wagon 1991, 3.0 Liter MANUF./MODEL #: 9102.10.630N + 19.130 + VVK	\$1480/ea.	\$16,280.00
48.	11	#060470030183 Ford Station Wagon 1991, 3.0 Liter Installation Only	\$675/ea.	\$7,425.00
49.	12	#060470030156 Chrysler Sport Utility Wagon 1993, 4.0 Liter MANUF./MODEL #: 9303.10.640N + 19.130	\$1475/ea.	\$17,700.00
50.	12	#060470030184 Chrysler Sport Utility Wagon 1993, 4.0 Liter Installation Only	\$675/ea.	\$8,100.00
51.	13	#060470030158 Chevrolet Van 1 Ton 1992, 4.3 Liter MANUF./MODEL #: 9001.10.643N + 19.130	\$1390/ea.	\$18,070.00
52.	13	#060470030185 Chevrolet Van 1 Ton 1992, 4.3 Liter Installation Only	\$675/ea.	\$8,775.00

NAME OF RIDDER TRILLIUM USA

NOTE TO PROSPECTIVE RIDDER:

BE SURE TO HAVE THE INVITATION FOR RID, (RIDDER ACKNOWLEDGMENT (RIDE) FORM) SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR RID WILL NOT BE CONSIDERED RESPONSIVE.

VVK = VENTED VALVE KIT

BID SHEET
(Continued)

ADDENDUM #2
BID AC-91-72-87-12
April 28, 1993

COUNTY CO-OP FOR CNG LNG BIFUEL CONVERSION

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
53.	14	#060470030161 Chrysler Sport Utility Wagon 1992, 4.0 Liter MANUF./MODEL #: 9003, 10, 640N + 19, 130	\$ 1525 / ea.	\$ 21,350.00
54.	14	#060470030186 Chrysler Sport Utility Wagon 1992, 4.0 Liter Installation Only	\$ 675 / ea.	\$ 9,450.00
55.	15	#060470030162 Ford Pickup 3/4 Ton 1992, 5.8 Liter MANUF./MODEL #: 9202, 10, 858N + 19, 130	\$ 1510 / ea.	\$ 22,650.00
56.	15	#060470030187 Ford Pickup 3/4 Ton 1992, 5.8 Liter Installation Only	\$ 675 / ea.	\$ 10,125.00
57.	16	#060470030163 Chevrolet Van 1/2 Ton 1991, 4.3 Liter MANUF./MODEL #: 9001, 10, 643N + 19, 130	\$ 1390 / ea.	\$ 22,240.00
58.	16	#060470030188 Chevrolet Van 1/2 Ton 1991, 4.3 Liter Installation Only	\$ 675 / ea.	\$ 10,800.00
59.	17	#060470030164 Ford Pickup 1/2 Ton 1994, 4.9 Liter MANUF./MODEL #: 9402, 10, 649N + 19, 130	\$ 1495 / ea.	\$ 25,415.00
60.	17	#060470030189 Ford Pickup 1/2 Ton 1994, 4.9 Liter Installation Only	\$ 675 / ea.	\$ 11,475.00
61.	19	#060470030190 Chevrolet Suburban Wagon 1991, 5.7 Liter MANUF./MODEL #: 9201, 10, 350N + 19, 130	\$ 1350 / ea.	\$ 25,650.00
62.	19	#060470030191 Chevrolet Suburban Wagon 1991, 5.7 Liter Installation Only	\$ 675 / ea.	\$ 12,825.00
63.	20	#060470030192 Ford Pickup 1 Ton Crew Cab 1994, 5.8 Liter MANUF./MODEL #: 9402, 10, 858N + 19, 130	\$ 1525 / ea.	\$ 30,500.00
64.	20	#060470030193 Ford Pickup 1 Ton Crew Cab 1994, 5.8 Liter Installation Only	\$ 675 / ea.	\$ 13,500.00
65.	21	#060470030196 Ford Pickup 1993, 5.8 Liter MANUF./MODEL #: 9202, 10, 858N + 19, 130	\$ 1510 / ea.	\$ 31,710.00
66.	21	#060470030195 Ford Pickup 1993, 5.8 Liter Installation Only	\$ 675 / ea.	\$ 14,175.00

NAME OF BIDDER TRILLIUM USA

NOTE TO PROSPECTIVE BIDDERS:

BE SURE TO HAVE THE INVITATION FOR BID, (BIDDER ACKNOWLEDGEMENT (ALBE) FORM) SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

BID SHEET
(Continued)

AMENDMENT #2
BY PC-01-99-07-12
April 28, 1999

COUNTY CO-OP FOR CNG LPG BIFUEL CONVERSION

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>EXTENDED ANNUAL DESCRIPTION</u>	<u>COMMODITY CODE DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
66a.	1	#040470030167 Chevrolet Pickup 3/4 Ton 1995 8600 GVW, 5.7 Liter MANUF./MODEL #: <u>9201.10.350N + 19.130</u>		<u>\$1350</u> /ea.	<u>\$1350.00</u>
66b.	1	#040470030168 Chevrolet Pickup 3/4 Ton 1995 5.7 Liter Installation Only		<u>\$675</u> /ea.	<u>\$675.00</u>
66c.	3	#040470030169 Chevrolet Cargo 1 Ton 1995 8600 GVW, 5.7 Liter MANUF./MODEL #: <u>9201.10.350N + 19.130</u>		<u>\$1350</u> /ea.	<u>\$4050.00</u>
66d.	3	#040470030170 Chevrolet Cargo 1 Ton 1995 5.7 Liter Installation Only		<u>\$675</u> /ea.	<u>\$2025.00</u>
66e.	1	#040470030171 Chevrolet Astro 4.3 Liter 1995 8600 GVW MANUF./MODEL #: <u>9001.10.643N + 19.130</u>		<u>\$1390</u> /ea.	<u>\$1390.00</u>
66f.	1	#040470030172 Chevrolet Astro 4.3 Liter 1995 8600 GVW Installation Only		<u>\$675</u> /ea.	<u>\$675.00</u>

SEE FOLLOWING PAGES FOR
BASE BID AND ALTERNATE BID
FOR TANKS/CYLINDERS

NAME OF BIDDER TRILLIUM USA

NOTE TO PROSPECTIVE BIDDERS:
BE SURE TO SAVE THE INVITATION FOR BID. (BIDDER ACKNOWLEDGMENT (BLANK) FORM) SIGNED BY AN
AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

BID SHEET
(Continued)

ADDENDUM #2
BID #C-01-95-07-12
April 28, 1995

COUNTY CO-OP FOR CNG LPG SUPPLY CONTRACT

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
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ALTERNATE BID: NGV SYSTEMS, INC.
COMPOSITE REINFORCED ALUMINUM CYLINDERS
MOUNTING BRACKETS INCLUDED

67.	1	#060470020019 Minimum Tank Volume/Approximate Dimension, 332 SCF @ 3600 PSI/ 10 X 38	<u>\$536</u> /ea.	<u>\$536.00</u>
68.	1	#060470020015 Minimum Tank Volume/Approximate Dimension, 408 SCF @ 3600 PSI/ 10 X 42	<u>\$595</u> /ea.	<u>\$595.00</u>
69.	1	#060470020020 Minimum Tank Volume/Approximate Dimension, 489 SCF @ 3600 PSI/ 10 X 50	<u>\$678</u> /ea.	<u>\$678.00</u>
70.	3	#060470020025 Minimum Tank Volume/Approximate Dimension, 610 SCF @ 3600 PSI/ 10 X 60	<u>\$803</u> /ea.	<u>\$2409.00</u>
71.	3	#060470020030 Minimum Tank Volume/Approximate Dimension, 737 SCF @ 3600 PSI/ 10 X 72	<u>\$921</u> /ea.	<u>\$2763.00</u>
72.	27	#060470020035 Minimum Tank Volume/Approximate Dimension, 905 SCF @ 3600 PSI/ 13 X 35	<u>\$768</u> /ea.	<u>\$20,736.00</u>
73.	5	#060470020040 Minimum Tank Volume/Approximate Dimension, 636 SCF @ 3600 PSI/ 13 X 42	<u>\$875</u> /ea.	<u>\$4,375.00</u>

NAME OF BIDDER TRILLIUM USA

NOTE TO PROSPECTIVE BIDDERS:
BE SURE TO HAVE THE INVITATION FOR BID, (BIDDER ACKNOWLEDGMENT (BIDS) FORM) SIGNED BY AN
AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

ALTERNATE BLD. NGV SYSTEMS CYLINDERS

BID SHEET
(continued)

Addendum #3
Bld BC-91-97-87-12
May 14, 1993

CORREY CO-OP FOR CNG LATE MODEL CONVERSION

ITEM NO.	ESTIMATED QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
74.	1	#060470020045 Minimum Tank Volume/Approximate Dimension, 779 SCF @ 3600 PSI/ 13 X 50	<u>1000</u> /ea.	<u>1000.00</u>
75.	4	#060470020050 Minimum Tank Volume/Approximate Dimension, 965 SCF @ 3600 PSI/ 13 X 60	<u>1200</u> /ea.	<u>4800.00</u>
76.	1	#060470020055 Minimum Tank Volume/Approximate Dimension, 1202 SCF @ 3600 PSI/ 13 X 72	<u>1390</u> /ea.	<u>1390.00</u>
77.	1	#060470020060 Minimum Tank Volume/Approximate Dimension, 1425 SCF @ 3600 PSI/ 13 X 84	<u>1585</u> /ea.	<u>1585.00</u>
78.	1	#060470020130 Minimum Tank Volume/Approximate Dimension, 565 SCF @ 3600 PSI/ 15 X 30	<u>915</u> /ea.	<u>915.00</u>
79.	32	#060470020135 Minimum Tank Volume/Approximate Dimension, 656 SCF @ 3600 PSI/ 15 X 34	<u>915</u> /ea.	<u>29280.00</u>
80.	3	#060470020160 Minimum Tank Volume/Approximate Dimension, 848 SCF @ 3600 PSI/ 15 X 42	<u>1035</u> /ea.	<u>3105.00</u>
81.	5	#060470020165 Minimum Tank Volume/Approximate Dimension, 1060 SCF @ 3600 PSI/ 15 X 50	<u>1155</u> /ea.	<u>5775.00</u>
82.	42	#060470020170 Minimum Tank Volume/Approximate Dimension, 1310 SCF @ 3600 PSI/ 15 X 60	<u>1390</u> /ea.	<u>58380.00</u>
83.	12	#060470020175 Minimum Tank Volume/Approximate Dimension, 1447 SCF @ 3600 PSI/ 15 X 72	<u>1525</u> /ea.	<u>18300.00</u>
84.	1	#060470020180 Minimum Tank Volume/Approximate Dimension, 1932 SCF @ 3600 PSI/ 15 X 84	<u>1725</u> /ea.	<u>1725.00</u>
85.	4	#994900118001 CNG Conversion training per student, Min. 1	<u>500</u> /ea.	<u>2000.00</u>
* ADD VALVE KIT FOR 93 PASSENGER CARS				# <u>12090.00</u>
GROUP 1 TOTAL (ITEMS 1 THRU 85)				<u>873,117.00</u>

NAME OF BIDDER TRILLIUM USA

NOTE TO PROSPECTIVE BIDDERS:

BE SURE TO HAVE THE INVITATION FOR BID, (BIDDER ACKNOWLEDGMENT (BLANK) FORM) SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR FIRM WILL NOT BE CONSIDERED RESPONSIVE.

* THE NGV SYSTEMS CYLINDERS REQUIRE A VENTED VALVE KIT THAT IS MORE COSTLY THAN THOSE INCLUDED IN THE BASE BID BY \$130 EACH. 130 X 93 PASSENGER CARS = \$12,090.00

RFP 08121
(continued)

Addendum #3
R44 #C-81-97-97-12
May 14, 1995

COUNTY CO-OP FOR CNG LPG RIFUEL CONVERSION

ITEM NO.	ESTIMATED ANNUAL QUANTITY	COMMODITY CODE DESCRIPTION	UNIT PRICE	TOTAL PRICE
107.	2	#060470010350 Underbody Manifold Replaces Spare Tire for Chevy 18 x 12 x 30 Capacity 17.8 gal. propane \$215747 Requires remote fill & relief	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
108.	2	#060470010260 Single Underbody Tank does not require remotes. 12 x 41 Capacity 14.5 gal. propane \$26437	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		
109.	2	#060470010270 Same as above for standard wheel base. 12 x 50 Capacity 17.3 gal. propane \$22987	\$ _____/ea.	\$ _____
		MANUF./MODEL #:		

GROSS TOTAL (ITEMS 86 - 109)

No BID

"THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUIRED."

☒ YES ☐ NO
VENDOR FAX # 1-801-521-7692

Acknowledgment is hereby made of the following Addenda or Amendments (identified by number) received since issuance of this bid:

ADDENDUM #1, ADDENDUM #2, ADDENDUM #3

NOTICE TO BIDDERS:

Please check the Federal Employer's Identification Number (FEIN) on the face of the Invitation For Bid/Bidder Acknowledgment Form (IFB) (BLUE) and make appropriate corrections on the IFB. If the County does not have the correct FEIN, PAYMENTS CANNOT BE MADE TO YOUR FIRM.

NAME OF BIDDER TRILLIUM USA

NOTE TO PROSPECTIVE BIDDERS:

IN ORDER TO HAVE THE INVITATION FOR BID, BIDDER ACKNOWLEDGMENT (BLUE) FORM SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.



Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
(305) 357-6065 • FAX (305) 357-8535

August 16, 1995

Trillium U.S.A.
699 East South Temple
Suite 300
Salt Lake City, UT 84102

Reference: Bid #C-01-95-07-12 County Co-Op for CNG LPG
BiFuel Conversion
For Group 1

Gentlemen:

This is to confirm that the Board of County Commissioners at its Meeting held on August 15, 1995 under Agenda Item No. 12 accepted your Bid on the above-referenced solicitation.

A Bid tabulation of all Bids received is enclosed, with item(s) awarded to your firm enclosed in brackets.

The Contract is in effect for the period beginning August 15, 1995 and ending August 14, 1996. Purchase Order(s) will be placed as and when required.

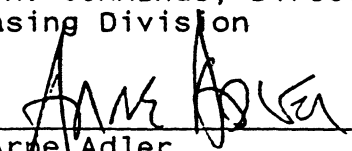
A copy of this Notice, with a copy of your Bid, including all terms and conditions, is being forwarded to all Using Agencies.

Thank you for your interest in doing business with Broward County.

Sincerely,

GLENN R. CUMMINGS, Director
Purchasing Division

By


Arne Adler
Purchasing Agent II

Letter2

THIRD DISTRICT COURT - SLC COURT
SALT LAKE COUNTY, STATE OF UTAH

TRILLIUM USA INC,	:	MINUTES
Plaintiff,	:	MINUTE ENTRY
	:	
	:	
vs.	:	Case No: 990904664 CN
	:	
BOARD OF COUNTY COMMISSIONERS		
Et al,	:	Judge: DAVID S. YOUNG
Defendant.	:	Date: February 1, 2000

Clerk: uman

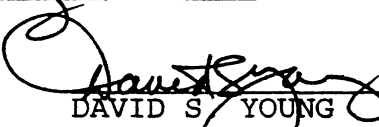
HEARING

The above entitled matter is set to hear oral arguments on Defendant's Motion to Dismiss on February 25, 2000 at 10:00 am.

Counsel are requested to arrange their schedules so that they may attend and argue the motion.

C.C. to Counsel.

Dated this 2nd day of February, 2000.



DAVID S. YOUNG
District Court Judge

Case No: 990904664
Date: Feb 01, 2000

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 990904664 by the method and on the date specified.

METHOD NAME

Mail	ERIK A CHRISTIANSEN ATTORNEY PLA 201 SOUTH MAIN ST SUITE 1800 PO BOX 45898 SALT LAKE CITY,, UT 841450898
Mail	KEITH CALL ATTD 10 Exchange Place, Eleventh Fl PO Box 45000 Salt Lake City UT 84145

Dated this 2 day of Feb 2000, 20 .

Alonzo
Deputy Court Clerk

THIRD DISTRICT COURT - SLC COURT
SALT LAKE COUNTY, STATE OF UTAH

TRILLIUM USA INC,	:	MINUTES
Plaintiff,	:	ORAL ARGUMENT
	:	
vs.	:	Case No: 990904664 CN
	:	
BOARD OF COUNTY COMMISSIONERS		
Et al,	:	Judge: DAVID S. YOUNG
Defendant.	:	Date: February 25, 2000

Clerk: taunah

PRESENT

Plaintiff's Attorney(s): ERIK A CHRISTIANSEN
Defendant's Attorney(s): KEITHY CALL
Video
Tape Number: 2000-17 Tape Count: 10:37

HEARING

Defendant's motion to dismiss is argued. The Court grants said motion. Mr. Call is to prepare the order.

FILED DISTRICT COURT
Third Judicial District

MAR 06 2000

SALT LAKE COUNTY

By 

Deputy Clerk

REED L. MARTINEAU (A2106)
KEITH A. CALL (A6708)
SNOW, CHRISTENSEN & MARTINEAU
Attorneys for Defendant
10 Exchange Place, Eleventh Floor
Post Office Box 45000
Salt Lake City, Utah 84145
Telephone: (801) 521-9000
Telecopy: (801) 363-0400

IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

TRILLIUM USA, INC.,

Plaintiff,

vs.

BOARD OF COUNTY COMMISSIONERS
OF BROWARD COUNTY, FLORIDA,

Defendant.

ORDER OF DISMISSAL

Case No. 990904664CN

Judge David S. Young

Defendant Board of County Commissioners of Broward County, Florida ("Broward County") has filed a Motion to Dismiss. The motion was fully briefed by both parties and oral argument was heard on ~~February 25~~ 2000. Having been fully apprised, and for good cause appearing, the Court finds as follows:

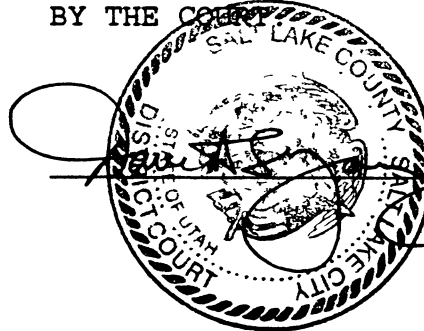
For the reasons stated in the memoranda submitted by Broward County and for the reasons stated by the Court at oral argument, venue in this case is more appropriate in Broward County, Florida,

than it is in this Court. This Court should therefore refrain from exercising jurisdiction in this case. Accordingly, for the reasons stated in Broward County's memoranda and for the reasons stated by the Court at oral argument,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that this case is dismissed in its entirety with prejudice to the refiling of this lawsuit in courts within the State of Utah, but without prejudice to the refiling of this case in Broward County, Florida. Each party shall bear its own costs and attorneys fees.


DATED 3/8/00.

BY THE COURT



APPROVED AS TO FORM:

Parsons, Behle & Latimer


Erik A. Christiansen
Attorneys for Plaintiff

NOTICE OF FILING

Notice is hereby given that this Order will be filed with the Court on March 16, 2000 if no objections are raised by counsel for Plaintiff. Alternatively, this Order will be promptly filed with the Court upon receipt (by Defendant's counsel) of the Order approved as to form by Plaintiff's counsel.

DATED this 8th day of March, 2000.

SNOW, CHRISTENSEN & MARTINEAU

By Keith A. Call
Reed L. Martineau
Keith A. Call
Attorneys for Defendant

N:\20225\1\ORDER.DIS

Certificate of Service

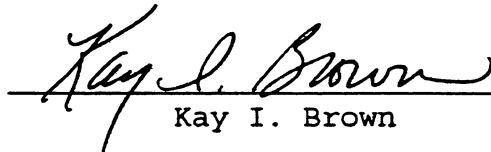
Kay I. Brown states that she is employed in the law offices of Snow, Christensen & Martineau, attorneys for Defendant herein; that she served the attached **ORDER OF DISMISSAL**, Case No. 990904664CN, Third Judicial District Court, Salt Lake County, State of Utah, upon the following parties by placing a true and correct copy thereof in an envelope to:

Mr. Erik A. Christiansen
Parsons, Behle & Latimer
201 South Main, Suite 1800
Post Office Box 45898
Salt Lake City, Utah 84145
Attorneys for Plaintiff

and causing the same to be

- ☒ mailed first class, postage pre-paid,
☐ hand delivered,

on the 15 day of March, 2000.


Kay I. Brown

099 5667

ORIGINAL

IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, STATE OF UTAH

FILED DISTRICT COURT
Third Judicial District

MAR 10 2000

By *[Signature]*
Beverly Lowe
Beverly Lowe

TRILLIUM USA, INC,

Plaintiff,

vs.

BROWARD COUNTY FLORIDA,
et al,

Defendant.

Case No. 990904664

Hearing
Electronically Recorded on
February 25, 2000

BEFORE: THE HONORABLE DAVIS S. YOUNG
Third District Court Judge

For the Plaintiff: Erik A. Christiansen
PARSONS, BEHLE & LATIMER
201 S. Main #1800
Salt Lake City, UT 84145
Telephone: (801)532-1234

For the Defendant: Keith Call
SNOW, CHRISTENSEN &
MARTINEAU
10 Exchange Place #1100
Salt Lake City, 84111
Telephone: (801)521-9000

Transcribed by: Beverly Lowe RPR/CSR/CCT

1771 SOUTH CALIFORNIA AVENUE
PROVO, UTAH 84606
TELEPHONE: (801)377-0027

P R O C E E D I N G S

(Electronically recorded on February 25, 2000)

THE COURT: Let's then consider the matter of Trillium USA, Inc. vs. the Board of County Commissioners, Broward County, Florida, 990904664. On this matter, counsel, your appearances, please.

MR. CHRISTIANSEN: Your Honor, Erik Christiansen. I'm appearing on behalf of the plaintiff, Trillium USA, Inc.

MR. CALL: Keith Call, (Inaudible) Christensen and Mark Nelson for defendant, Broward County, your Honor.

THE COURT: All right, and this is your motion, Mr. Call?

MR. CALL: Yes, your Honor.

THE COURT: You may proceed.

MR. CALL: Your Honor, the relevant facts of this case are very simple. Broward County is a political subdivision of the State of Florida. It's near Fort Lauderdale by the way just north of Miami.

In about August of 1995 Broward County entered into a contract with Trillium, the plaintiff in this action. The contract required Trillium to supply goods and services to Broward County's fleet of vehicles located in Broward County.

1 What they were doing was converting those
2 gas powered vehicles to natural gas powered vehicles,
3 and Trillium was to supply the goods and the services
4 to convert those vehicles.

5 The contract was created by an invitation to
6 bid, which was issued from Broward County. The
7 invitation to bid was completed by Trillium, was
8 returned to Broward County where it was accepted and
9 the contract was consummated. As I mentioned, the
10 goods were to be delivered and installed in Broward
11 County.

12 THE COURT: By whom would they be installed?

13 MR. CALL: By Trillium. Trillium has now
14 sued Broward County claiming that the county breached
15 that contract. We're not here to discuss the merits.
16 We deny that we've breached that contract, obviously,
17 but at issue here is whether Broward County, a
18 political subdivision of the State of Florida, may be
19 hailed into court here in Utah based on that breach of
20 contract claim.

21 A couple of other simple but relevant facts.
22 The contract has a choice of law provision, which
23 states that Florida law will be applied.

24 THE COURT: I'm convinced that Florida law
25 applies.

1 MR. CALL: I think Trillium disputes that,
2 but I'm pleased to hear that you agree with that
3 point.

4 THE COURT: It (inaudible) from reading, but
5 of course I will hear from you in opposition.

6 MR. CALL: Sure. Also under Florida law,
7 your Honor, it is clear that a county can only be sued
8 in the county where the (inaudible). Broward County
9 has to be sued in Broward County. There's no real
10 dispute about that part of Florida law. Incidentally
11 the law is the same in Utah.

12 THE COURT: It makes your argument easy,
13 doesn't it?

14 MR. CALL: Yeah, if you want to sue--

15 THE COURT: Maybe what you ought to do is
16 preserve your argument for reply.

17 MR. CALL: If you'd like me to do so I'd be
18 happy to, your Honor.

19 THE COURT: All right, thank you.

20 MR. CALL: Okay, thank you.

21 THE COURT: Do you feel like you might be
22 losing?

23 MR. CHRISTIANSEN: I'm kind of surprised by
24 that, given the case law.

25 THE COURT: Tell me why you are.

1 MR. CHRISTIANSEN: Well, this is a simple
2 collection case. It's a simple commercial contract
3 made between a Utah citizen, a company that is located
4 here, where all of its employees are here, where --
5 did a commercial transaction with a municipal
6 corporation, that was done interstate. It involved
7 the rights of Utah citizens, it involved a Florida
8 municipality, and--

9 THE COURT: But everything that was done was
10 fundamentally done in Florida.

11 MR. CHRISTIANSEN: That's not true, your
12 Honor.

13 THE COURT: Okay, help me with the
14 composition, then.

15 MR. CHRISTIANSEN: The affidavit of Jan Home
16 that's before your Honor--

17 THE COURT: I might say you did give me some
18 reading material, and I will say that I have not read
19 it all, and I have not been able to, but I have the
20 affidavit of Jan Home.

21 MR. CHRISTIANSEN: The affidavit of Jan Home
22 is very clear that substantial portions of the
23 contract were fulfilled in Utah.

24 THE COURT: Give me the specifics, that's
25 what I'd like to know is what was (inaudible).

1 MR. CHRISTIANSEN: All the parts that were
2 installed on these automobiles came from Utah.

3 THE COURT: Well, sure.

4 MR. CHRISTIANSEN: And were shipped to
5 Florida.

6 THE COURT: But all the working -- I mean
7 that means you made them here or you had them here and
8 you took them down there, but all the work you did you
9 did in Florida, didn't you?

10 MR. CHRISTIANSEN: The installation of the
11 compressed natural gas tanks, the conversion kits were
12 done in Florida, that's correct, your Honor.

13 THE COURT: Sure.

14 MR. CHRISTIANSEN: But it doesn't really
15 matter--

16 THE COURT: What difference does it make to
17 Florida that you assembled the parts in Utah? That
18 doesn't -- I mean you assemble the parts in Utah that
19 you sell to Florida, Montana, Washington.

20 MR. CHRISTIANSEN: The case law says that
21 that fact is irrelevant. What Utah's long arm statute
22 provides is if a Utah citizen has been harmed by
23 another party, they can sue them here. They're just
24 like any other litigant.

25 What the defendant wants to come in here is

1 they want the privileges. They want to say, "Well,
2 because we are a municipal corporation we're entitled
3 to different privileges than every other defendant in
4 the world."

5 If Joe Smith were a Florida resident and had
6 bought these compressed natural gas tanks from
7 Trillium Corp USA, it's not a jurisdiction question
8 it's a banking question.

9 THE COURT: Right.

10 MR. CHRISTIANSEN: They bought them here. I
11 don't think your Honor would have any question that we
12 could sue them in Utah as long as minimum contact
13 personal jurisdiction were satisfied.

14 THE COURT: That's true, but--

15 MR. CHRISTIANSEN: The issue here is a venue
16 question.

17 THE COURT: Well, I know it's a venue
18 question here, but in this case in addition you
19 have -- if Joe Smith in Florida said, " I want to buy
20 these packs out here in Utah," and he comes out here
21 to Utah or he even communicates and he buys them here,
22 and then he takes them down there and he hires ABC
23 Automotive to install them, that's a totally different
24 case.

25 Florida is coming to you and they're saying

1 to you, "We want these automobiles converted in
2 Florida. You bid, and we don't care what the -- we'll
3 take the lowest bidder giving us a converted vehicle
4 in Florida from wherever we receive these bids." So
5 all of the -- and when you say this is venue not
6 jurisdiction, all of the business relationship from
7 venue standpoint occurred in Florida; am I wrong on
8 that?

9 MR. CHRISTIANSEN: Well, you're wrong about
10 the interpretation of the law because it is a venue
11 question, it's not a jurisdiction question. I think
12 your Honor and the other side may be confused by that,
13 because indisputable United States Supreme Court
14 authority says, "Venue questions are procedural."
15 When procedural questions are at issue you look to the
16 law in Utah, the forum. You don't look to the law of
17 Florida to decide whether or not venue is proper.

18 They're trying to get this case back in
19 Florida because Florida has an active statute which
20 says if you sue a Florida municipal corporation then
21 you've got to do it in the county where that municipal
22 corporation is located.

23 THE COURT: Now doesn't Utah--

24 MR. CHRISTIANSEN: That's a venue provision,
25 it doesn't bind this Court, it's irrelevant to this

1 Court's consideration (inaudible).

2 THE COURT: Okay, but doesn't Utah have the
3 same statute?

4 MR. CHRISTIANSEN: It does, but the purpose
5 of that statute is obviously pursuing a Utah
6 municipality in Utah. There's a venue provision to
7 decide whether that properly should be within the
8 State of Utah. It doesn't have extra territorial
9 effects.

10 This is a venue question and it's a question
11 of what is the proper law to apply. The US Supreme
12 Court says the proper law to apply is the law of Utah.
13 The law of Utah (inaudible) jurisdiction--

14 THE COURT: Well (inaudible) upon venue.

15 MR. CHRISTIANSEN: --recognizes that this is
16 the proper place to sue these guys. Our client should
17 not be forced to go clear down to Florida to collect
18 \$25,000 on a commercial contract. It's perfectly
19 foreseeable to these guys that they can be hauled into
20 court here. They sent a contract here, they entered
21 into a contract with us, they kept the goods that came
22 from this state, it is not unfair for them to expect
23 to be hauled into court in Utah.

24 It is unfair to expect my client that if
25 they breach the contract they have to go all the way

1 down to Florida, hire Florida counsel and be
2 hometowned down there. It's just not fair when the
3 law is simply (inaudible).

4 THE COURT: Well, I don't accept the notion
5 that someone will be quote, "hometowned" in a way that
6 would be unfair or inequitable to them because I
7 certainly would not do that in Utah from somebody that
8 was trying a case from Florida here.

9 MR. CHRISTIANSEN: That's fair enough, your
10 Honor.

11 THE COURT: So I don't accept that. But my
12 point of this from the fact situation that I'm
13 familiar with, and I acknowledge to you that I'm not
14 as familiar with this as you are, but that from what I
15 see, Florida basically just offered out to companies
16 in this business to come down and create conversions
17 of their vehicles, and your people did the work. You
18 did it in Florida, you hired people to do it in
19 Florida, or however you did it, you sent your people
20 down there to do it in Florida, and the County of
21 Florida dealt with you there.

22 Now why shouldn't you be required to go back
23 there to collect what you were willing to do there?

24 MR. CHRISTIANSEN: We have a choice of
25 forums, your Honor.

1 THE COURT: Well--

2 MR. CHRISTIANSEN: That's what the
3 Constitution allows. That's what Utah's long arm
4 statute allows. This is a question about which
5 statute is more important, Utah's long arm statute
6 which I should read to you, your Honor. It says
7 that -- if you'll bear with me a second I'll find it
8 (inaudible).

9 Utah's long arm statute says, "Its purpose
10 is to ensure a maximum protection to citizens of this
11 state." Citizens of this state. This is a company
12 that is a citizen of this state and is entitled to the
13 fullest maximum protection under Utah law that Utah's
14 long arm statute exists under the United States
15 Constitution.

16 The United States constitutional law by the
17 Supreme Court says we can bring this case here. The
18 only question is what is more important, Utah's long
19 arm statute or Florida's internal venue statute.

20 THE COURT: Okay, now let me ask you this
21 question about the venue aspect of it.

22 MR. CHRISTIANSEN: It's a venue case.

23 THE COURT: Okay, but this question, suppose
24 that -- your position is breach of contract, their
25 position may be faulty installation -- I'm just

1 assuming. If that's so, where are the witnesses?

2 MR. CHRISTIANSEN: The witnesses are here.

3 THE COURT: Your witnesses. Where are
4 theirs?

5 MR. CHRISTIANSEN: They're here, they're in
6 Salt Lake City, Utah.

7 THE COURT: How are they -- you did the work
8 down there. They're witnesses who are going to -- you
9 had the vehicles down there. Where is Exhibit A, the
10 faulty installed vehicle?

11 MR. CHRISTIANSEN: This isn't about the
12 warranty of the vehicles. This is about kits that
13 were delivered--

14 THE COURT: That are delivered (inaudible).

15 MR. CHRISTIANSEN: --which they refused to
16 accept and pay for.

17 THE COURT: Yeah, they are still sitting
18 down there.

19 MR. CHRISTIANSEN: Yeah, we're paying for
20 them in storage down there.

21 THE COURT: Right, I know that, but they're
22 in storage to be installed and they said they don't
23 want them, I guess.

24 MR. CHRISTIANSEN: These are all
25 jurisdiction questions, they are not venue questions.

1 Our witnesses are here, we have an equal number of
2 witnesses here, they have an equal number of witnesses
3 there. We have a choice of forums.

4 THE COURT: Okay.

5 MR. CHRISTIANSEN: And our forum is we can
6 sue in the State of Utah.

7 THE COURT: Okay.

8 MR. CHRISTIANSEN: There's no constitutional
9 prohibition against it, Utah's long arm statute is in
10 favor of it, venue law unquestionably is a procedural
11 law, and Utah law properly should be applied for
12 procedural issues. Utah recognizes that this is an
13 issue that can be brought here and should be brought
14 here.

15 Municipal corporations are not immune from
16 suit in states just because they are a government
17 entity. If they do business all over the US and have
18 vendors all over the US, it is perfectly foreseeable
19 and perfectly legitimate for those vendors, if that
20 municipality breaches its contract, to sue them where
21 they are located.

22 THE COURT: All right.

23 MR. CHRISTIANSEN: There's no dispute here
24 about jurisdiction. They haven't raised personal
25 jurisdiction as an issue.

1 THE COURT: Right.

2 MR. CHRISTIANSEN: They have (inaudible)
3 contacts with the State of Utah.

4 THE COURT: Thank you, Mr. Christiansen.
5 Mr. Call?

6 MR. CALL: May I approach, your Honor?

7 THE COURT: You may.

8 MR. CALL: Your Honor, I have handed you a
9 copy of Utah's venue statute that I referred to
10 earlier. It says actions against the county -- "an
11 action against a county may be commenced and tried in
12 such county, unless such action is brought by the
13 county," and then a different rule applies.

14 Your Honor, Trillium argues that this
15 statute says an action against a Utah county may be
16 brought in such county, but it doesn't say that. It
17 says an action against a county.

18 Broward County is a county, within the
19 meaning of this statute, and therefore has to be sued
20 in the State of Florida in Broward County under both
21 Utah law and under Florida's law.

22 Now I'd like to address this issue of venue
23 just a little bit.

24 THE COURT: Wouldn't you think that this
25 statute (inaudible) was anticipating that this would

1 mean an action against a Utah county?

2 MR. CALL: I don't know that, your Honor.

3 THE COURT: Do you have any reason to
4 believe it would not be? I mean do you have any
5 reason to believe that it means -- that the
6 legislature was thinking about any of 50,000 counties
7 throughout the nation?

8 MR. CALL: The reason I think that is
9 because it says "a county" instead of a Utah county.
10 It could have easily said "a Utah county" in that
11 statute.

12 THE COURT: Do you have any reason to
13 believe that it means one or the other?

14 MR. CALL: In addition to that, your Honor,
15 nothing. I don't know of any case law, I'm not
16 familiar with any legislative history that would
17 indicate one way or the other.

18 THE COURT: Okay.

19 MR. CALL: Now let me address the issue of
20 venue, and I'd like to address this in the context of
21 the concept of comity, your Honor, because I think
22 this is a very important concept that the Utah court
23 of appeals has given us some very specific direction
24 on.

25 Comity is a principle under which the court

1 of one state will give effect to the laws of a sister
2 state, not as a rule of law, but out of respect or
3 deference for that other state's sovereignty and that
4 other state's rules and laws. Comity makes good
5 cooperative sense, especially whereas in this case you
6 have two states that have similar laws, a county has
7 to be sued in the county.

8 We want Florida to promote and enforce
9 Utah's laws. On the other side of that ledger, Utah
10 ought to promote and enforce Florida's laws. In the
11 Jacket case, which was cited to you from the Utah
12 court of appeals, the Utah court of appeals gives five
13 reasons why comity ought to be extended, and those
14 five reasons all apply very -- with particularity in
15 this case.

16 Number one, according to the Jacket court,
17 comity should be extended to give primary regard to
18 the rights of their own -- Florida's own citizens,
19 namely Broward County. In other words, Florida has an
20 interest in protecting its citizens, just as Utah has
21 an interest in protecting its citizens here.

22 That's particularly cogent in this case
23 where the defendant is a subdivision of the State of
24 Florida, whereas you have recognized, the goods were
25 to be delivered in Florida, they were to be installed

1 in Florida, they exist today in Florida, and the
2 contractual relationship as you recognized was
3 centered in Florida.

4 The second reason is that comity should be
5 extended to promote harmony, to promote cooperation
6 and build good-will with sister states. Now your
7 Honor, when I first read that I thought that's pretty
8 mushy, ought (inaudible) cooperation, what does that
9 mean? But you know, it really has cogent meaning when
10 you read the cases.

11 In Texas, for example, a Texas judge -- one
12 of the first questions a Texas judge will ask me is
13 whether or not Florida is classified as a cooperative
14 state or an uncooperative state. If they're
15 uncooperative, forget it, they won't extend comity.
16 If they're cooperative Texas is more likely to extend
17 comity.

18 Anticipating you'd ask me this same
19 question, your Honor, I did some research in
20 preparation for this hearing to figure out whether or
21 not Florida is cooperative or uncooperative.
22 Admittedly the case law is sparse. I couldn't find a
23 case in Florida where a foreign city or county was
24 sued in Florida, but I did find a case that's
25 relevant, Hopkins vs. Laquita Aircraft, 201 S.2d 743.

1 In that case a Florida plaintiff sued in
2 Florida for wrongful death, and the wrongful death
3 occurred in a plane crash that happened in Illinois.
4 Illinois has -- had at that time, I don't know if they
5 still do or not, but they had a wrongful death statute
6 that caps damages, and Florida has no similar cap on
7 damages under their wrongful death statute.

8 So the Florida Supreme Court based the
9 question, "Do we respect Illinois' cap on damages, or
10 do we apply Florida law with no cap on damages?" The
11 Florida Supreme Court held that they would respect and
12 would apply the Illinois cap on damages in the
13 wrongful death case.

14 Now according to Texas that would make
15 Florida a cooperative state. We ought to cooperate
16 and work with Florida and enforce their laws.

17 The Texas courts also note that in the
18 absence of a contrary indication we ought to presume
19 they are cooperative and build that (inaudible) of
20 cooperation.

21 Further, your Honor, giving effect to the
22 laws of Florida promotes business. Now if Broward
23 County knows that by entering this contract with
24 Trillium that they lose the protections and whatnot
25 that they have in Florida, are they more or less

1 likely to do business with people in Utah? That's a
2 rhetorical question.

3 THE COURT: That's all right, I understand.

4 MR. CALL: The third reason indicated by the
5 Utah court of appeals to extend comity is to have
6 claims against a state litigated by that state's
7 courts. Boy, that's compelling in this case where the
8 defendant is a subdivision of the State of Florida.

9 The fourth reason stated by the Utah court,
10 "To prevent forum shopping and avoid practical
11 problems involved in enforcing a judgment by one state
12 against another." Now that sure applies here because
13 in the (inaudible) event that judgment is entered in
14 Broward County, where does this case end up?

15 THE COURT: Okay, thank you.

16 Mr. Christiansen, do you have anything else
17 you want to indicate?

18 MR. CHRISTIANSEN: A couple real quick
19 points that I think -- since he brought up comity
20 (inaudible).

21 THE COURT: Yes, I'll let you respond to
22 comity.

23 MR. CHRISTIANSEN: Really quickly with
24 respect to Utah's venue statute, which he started off
25 talking about, if you look at the Hamsford vs.

1 District of Columbia case, which is in our brief, it
2 involves a very similar situation, they said that
3 governs internal counties within the state. It was a
4 case that was in Maryland. I think it's right on
5 point, I think it takes care of that issue about what
6 Utah's venue statute means.

7 I think that this Court also when thinking
8 about comity should think about what Utah courts have
9 said about Utah's long arm statute. Utah courts,
10 according to Starways, according to Synergistics,
11 which is Marathon Ranching, have said courts must
12 exercise jurisdiction over non-residents to the outer
13 most limits of the Constitution. That is the purpose
14 of Utah's long arm statute, that's what our courts say
15 about it.

16 In contrast, Erewith vs. Bobber vs.
17 University of Houston and Hillhouse vs. Kansas City
18 say the purpose of venue statutes are to serve the
19 administrative convenience of the state. That
20 interest is so much smaller than protecting our
21 citizens, the citizens of Utah from harm by out of
22 state non-residents.

23 With respect to the Jacket case, which was
24 the only case that is a Utah case that's discussed
25 anywhere in their papers, that case does not dictate

1 that this case should be dismissed on the grounds of
2 comity.

3 Let me tell you about that case. It's a
4 very interesting case. I think if you read one case
5 today you ought to go back and read the Jacket case.
6 In that case the plaintiff was a California resident
7 (inaudible) Utah. The defendant--

8 THE COURT: Where did the event occur?

9 MR. CHRISTIANSEN: It was a helicopter crash
10 of a LA County helicopter that happened to fly over
11 the water in Utah and crash in Utah. The plaintiff
12 was a California resident, the defendant was a
13 California resident, but there was a statute of
14 limitations problem in California so the plaintiff
15 there was forum shopping because Utah didn't have the
16 same statute of limitations.

17 So even though no one had any connection
18 with Utah except the crash happened to be here, they
19 came and forum shopped because if they would have
20 brought it in California there would have been a
21 statute of limitations problem.

22 There's no forum shopping here. We could
23 have brought this case either way.

24 THE COURT: Well--

25 MR. CHRISTIANSEN: We brought it here

1 we're entitled to bring it here because we're located
2 here, and because as a citizen of the State of Utah
3 we're entitled to the protection of our court system.
4 That's why it's here. That case is distinguishable on
5 all fours.

6 I would say that in closing comity is
7 appropriate where you can see that someone is trying
8 to unfairly take advantage of a situation, forum
9 shopping, special laws, that case trying to take
10 advantage of a different statute involving the
11 Illinois law versus the Florida law.

12 This isn't that case, it's a simple
13 commercial breach of contract.

14 THE COURT: Well, you say that, but it seems
15 to me that every vendor dealing with Broward County
16 would know that they -- that Broward County is
17 requesting them to come to Broward County to convert
18 their vehicles.

19 Now your product that's in storage in
20 Broward County was shipped to Broward County. They
21 refused to accept them, I'm assuming, to allow you to
22 install them into their vehicles which would be the
23 ultimate conclusion of the agreement.

24 So you want to sue them here and cause them
25 to come out here to Utah, respond to the damages, then

1 they have to go -- whoever prevails, they have to go
2 back to Broward County and pick them up and bring them
3 back here, or pick them up and install them in the
4 vehicles, whatever the situation is.

5 It seems to me that Trillium knew when
6 Trillium got into the agreement with Broward County
7 that the whole performance of that agreement was to be
8 conducted in Broward County, was negotiated from
9 Broward County, and that Trillium, in desiring to do
10 its business, desired to sell these items to anybody
11 in the United States, and particularly to governmental
12 units and entities that were willing to convert.

13 Trillium, you say, clearly could have filed
14 it in either place. It seems to me that the witnesses
15 are more available in Broward County, that the
16 agreement was conducted more in Broward County, that
17 Florida law applies more to Utah law in this case, and
18 therefore if Trillium can do it in both places they
19 ought to do it in the forum where the witnesses and
20 the defendant -- the normal law is that you go to the
21 county of the defendant to file your lawsuit.

22 If you have two citizens in Utah that are
23 involved in some transaction between them you
24 usually -- now I'm saying there can be exceptions to
25 this, but you usually go to the location of the

1 defendant. That's the traditional way.

2 MR. CHRISTIANSEN: That would (inaudible) to
3 the long arm statute on (inaudible).

4 THE COURT: I don't think so.

5 MR. CHRISTIANSEN: The purpose of long arm
6 statutes is so when citizens of Utah have been wronged
7 they can sue people in the State of Utah to the full
8 (inaudible) of the Constitution. That's telling my
9 client, "If you do business outside of the State of
10 Utah with anybody, even though that business goes back
11 and forth from both states, tough, you've got to go to
12 another state because you're a company that does
13 business all over the US, you can't sue anybody in
14 Utah where you pay taxes." That's what that's telling
15 my client.

16 THE COURT: Usually the long arm statute
17 deals with the concepts of minimum contacts, and the
18 minimum contacts with the State of Utah are -- we look
19 at those cases and we try to see if they have had --
20 if this has had enough contact with Utah to make it
21 reasonable to expect that the parties could know that
22 they both should be subject to Utah's jurisdiction.

23 Now my view of this is the greater weight of
24 the evidence is that both parties knew that they were
25 entering into an agreement in Florida. Now I know you

1 say "so what," basically. You say, "So what, still
2 they have the choice." I don't read the long arm
3 statute to read that we ought to prefer Utah. I read
4 it to say that it will grant Utah jurisdiction over
5 many matters with its quote, "long arm," but that
6 doesn't mean that that's the better forum.

7 In this case the Court finds that the
8 defendant's motion to dismiss should be in the same is
9 granted. I'll ask you, Mr. Call, to prepare an order
10 consistent with the Court's ruling and consistent with
11 your pleadings on this matter.

12 MR. CHRISTIANSEN: One point of
13 clarification, your Honor, just for the record.

14 THE COURT: Certainly.

15 MR. CHRISTIANSEN: There was no evidence
16 before this Court by affidavit or otherwise about the
17 location of the witnesses, and so to the extent your
18 Honor is drawing conclusions about the location of
19 those witnesses, I think those conclusions are lacking
20 and (inaudible).

21 THE COURT: Okay, and I accept that. I was
22 just telling you what I have observed from the way the
23 contract was created, the way the work was to be done,
24 and it seems to me that we know that all -- that
25 Trillium was transporting these to Florida, Trillium

1 was installing them into the vehicles, giving a fully
2 converted vehicle to Broward County at the conclusion
3 of whatever Trillium's work was.

4 MR. CHRISTIANSEN: I'd be more than happy
5 just to provide affidavit evidence for your Honor, if
6 you would like, about the location of the witnesses.

7 THE COURT: Well, I--

8 MR. CHRISTIANSEN: I think you would find
9 that evidence will show, as a proffer, the majority of
10 the witnesses are in the State of Utah.

11 THE COURT: I'd probably find the Trillium
12 witnesses are in Utah and the Broward County witnesses
13 are in Florida, is probably what I'd find.

14 MR. CHRISTIANSEN: Just for the record, your
15 Honor.

16 THE COURT: Thank you, Mr. Christiansen

17 MR. CALL: Thank you, your Honor.

18 THE COURT: All right, if you'll prepare the
19 order, Mr. Call?

20 MR. CALL: Yes.

21 THE COURT: All right.

22 (Hearing concluded)

1 REPORTER'S CERTIFICATE

2

3 STATE OF UTAH)

4)

5 COUNTY OF UTAH)

6

7 I, Beverly Lowe, a Notary Public in and for the
State of Utah, do hereby certify:

8 That the foregoing proceedings were transcribed
under my direction from the electronic tape recording
9 made of these proceedings.

10 That this transcript is full, true, and correct
and contains all of the evidence, all of the
objections of Counsel and rulings of the Court and all
11 matters to which the same relate which were audible
through said tape recording.

12 I further certify that I am not interested in the
outcome thereof.

13 That certain parties were not identified in the
record, and therefore the name associated with the
14 statement may not be the correct name as to the
speaker.

15

16 WITNESS MY HAND AND SEAL this 8th day of
March 2000.

17 My commission expires:
February 24, 2000

18

19

NOTARY PUBLIC
residing in Utah County

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